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VOL. XLV., No. 9.

## The Solicitors' Journal and Reporter.

LONDON, DECEMBER 29, 1900.

\* \* The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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### CURRENT TOPICS.

THE *London Gazette* of the 21st inst. contains a list, under the Colonial Stock Act, 1900, of the two colonies (New Zealand and Canada) which have already complied with the Treasury conditions under the Act. We published the conditions last week (*ante*, p. 135), and elsewhere print the "list," which contains more than one loan already issued by each of the two colonies. Besides being published in the *London* and *Edinburgh Gazettes*, the Treasury list, as amended from time to time, will have to be published in accordance with the second paragraph of the second section of the Act "in such other manner as may give the public full information on the subject."

NATURALLY this week has brought a Christmas box to the Land Registry in the shape of an extra application for registration with an absolute title. For the first time since we commenced our scrutiny there have been two advertisements of applications for registration with an absolute title of freehold and leasehold land within the County of London. This makes eight advertised applications during the last nine weeks with regard to London land, and no advertised applications with regard to land outside the compulsory district.

IN THE CASE of *Re Scott* (*Times*, 14th inst.) the Court of Appeal have affirmed the judgment of the Divisional Court (48 W. R. 205), and have allowed a remarkable but, under the circumstances, not an unnatural effect to section 33 of the Wills Act, 1837. JOHN SCOTT, jun., died in January, 1899, having by his will left his property, valued at £16,000, upon trusts for the benefit of his widow and daughter. In May, 1899, JOHN SCOTT, sen., his father, died, having devised freehold property valued at £80,000 to JOHN SCOTT, jun. On this freehold property estate duty was paid in respect of the death of the father, and the question raised in the case was whether it was payable over again in respect of the death of the son. Apart from the Wills Act, there would, of course, have been a lapse, and the estate of the son would not have benefited by the devise. Since, however, the son left issue living at his death, then, by virtue of section 33, the devise did not lapse but took effect as if the death of

the son had happened immediately after the death of the father. Consequently, for the purpose of giving effect to the devise, it was to be assumed that the son had survived the father. Hence the devised freeholds passed by the son's will and were vested in the trustees upon the trusts declared with respect to the property actually held by the son in his lifetime. Was, then, the same assumption to be made for the purpose of letting in the burden imposed by the Finance Act, 1894? Primarily estate duty is payable upon property which "passes on the death" of the person whose death is in question, and it would clearly be a straining of language to say that in this sense the devised freeholds passed upon the death of the son. But the effect of the Act is not restricted to property passing on the death. It extends also to property "of which the deceased was at his death competent to dispose," and these words let in other considerations than the mere fact of death. Owing to section 33 of the Wills Act the devised estates passed under the will of the son, and they were thus actually disposed of by him. With this result in view it seems rather needless to debate whether he was "competent to dispose" of them. The competency was the creation of the statute, but none the less it was a real competency; and if the statute was effectual to give the estates to the persons claiming under the son's will, it seems to be a natural conclusion that it was also effectual to let in the burden imposed by the Finance Act. "If," said the Master of the Rolls, "the appellants take the benefit of section 33, which they do, and thus obtain the £80,000 of property, they must take the burden also—that is, of paying the estate duty chargeable thereon." The burden is exactly the same as if the son had survived the father, but had died immediately after him, and had so procured for his representatives by the actual circumstances the benefit which they took by force of the Wills Act.

A CORRESPONDENT raises an interesting question with respect to the recovery of possession of deserted premises under section 16 of the Distress for Rent Act, 1737 (11 Geo. 2, c. 19). The section provides that if any tenant holding lands "at a rack-rent, or where the rent reserved shall be full three-fourths of the yearly value of the demised premises," is in arrear for one year's rent and deserts the premises, so that no sufficient distress can be had, the landlord may recover possession by summary proceedings before two justices. By 57 Geo. 3, c. 52, the period for which rent must be in arrear was diminished to half a year, and it was expressly enacted that proceedings could be taken although no right of entry had been reserved to the landlord. In the case mentioned by our correspondent building land was let for ninety-nine years at a ground-rent of £20. Manufacturing buildings were erected, but the business seems to have proved a failure, and the lessee, who had mortgaged his interest, deserted them. The lessor had no power to determine the lease on default in payment of rent, but only to enter and take the rents until satisfaction of the arrears of ground-rent. The buildings, however, are ruinous and cannot be let, and the landlord's contractual remedy is valueless to him. The mortgagee stands in the way of any further dealing with the premises. Under such circumstances, the yearly value of the premises being much below the amount of the ground-rent, is the rent reserved a rack-rent so as to enable proceedings to be taken under the above statute? The statute does not expressly state at what period the test of the rack-rent is to be applied. Must the rent reserved be a rack-rent, or three-fourths of the yearly value, at the date of the lease, or at the time when the proceedings are taken? There has apparently been no decision on the point, but it is most natural to apply the test at the date when it is desired to recover possession, and this is in accordance with the statement in *Cole on Ejectment* (p. 677) that the justices are to determine "whether the rent reserved is a rack-rent or full three-fourths," &c. In a long lease—and there is no reason to suppose that the statute does not apply to such leases (see *Ex parte Pilton*, 1 B. & A. 369)—it might be impossible to ascertain the yearly value at the beginning of the lease, and, moreover, it is necessary, if the object of the statute is to be attained, that the value for the time

being should be taken. As the present case shews, it is no protection to the landlord that the original rent was a low one if in course of time it has become so high that it cannot be covered by a reletting. The point cannot be regarded as clear, but we should be inclined to say that under the circumstances stated the landlord could recover possession under the statute, and we are not aware that he could recover possession in any other way.

UNDER section 14 of the Conveyancing Act, 1881, the relief against forfeiture is, as was held in *Burt v. Gray* (39 W. R. 429; 1891, 2 Q. B. 98), only allowed as between lessor and lessee, and the section does not enable an underlessee to avoid the effect of a forfeiture incurred by his immediate lessor. This hardship upon underlessees was remedied by section 4 of the Conveyancing Act, 1892, and where a lessor is proceeding to enforce a forfeiture, the underlessee may apply to the court for an order vesting in him the property, or part of the property, comprised in the lease. But he is not to gain thereby any longer term than that which was comprised in his sub-lease, and the order will be made upon such conditions as to payment of rent or otherwise as the court thinks fit. Ordinarily, no doubt, the sub-lessee can be properly required to pay to the head lessor the same rent as he has been paying to the sub-lessor, provided his position will not be in fact altered by his change of landlord; but when such an alteration has taken place, then it is for the court to have regard to the whole circumstances and to fix the rent which the sub-lessee must pay as a condition of procuring relief. A good illustration is afforded by the decision of the Court of Appeal in *Ewart v. Fryer* (*ante*, p. 115). In 1896 a public-house was let to COMBE & Co. (Limited) for thirty years at a rent of £300. At the same time COMBE & Co., in consideration of a premium of £8,000, sub-let the premises to the defendant FRYER for twenty-nine and a-quarter years at a rent of £800, reducible to £300 so long as he took beer from the sub-lessors. The premium was not paid, but was secured by a mortgage of the sub-lease. In 1898 COMBE & Co. went into voluntary liquidation, and since the proviso for re-entry in the lease to them allowed of re-entry upon liquidation whether voluntary or compulsory, a forfeiture ensued of which the lessors took advantage. A power of re-entry of this nature is not confined to the case of liquidation consequent upon insolvency: *Horsely Estate v. Steiger* (47 W. R. 644; 1899, 2 Q. B. 79). The lessee company, having ceased to exist, was unable to procure relief, but the underlessee applied under the Conveyancing Act, 1892, to have the property vested in him for the remainder of his term. This it was clear that the court ought to allow, but a question arose as to the rent which was to be paid. The under lessee had always got his beer from COMBE & Co., and had consequently paid them only the reduced rent of £300, and he claimed that this was the rent which he should continue to pay. He was, however, getting rid of his obligation to take beer from his former landlords, and while it would have been inequitable to make him liable for the full alternative rent of £800 a year, yet he was not entitled to the advantage which he would get by the house ceasing to be a tied house. Under these circumstances the Court of Appeal affirmed the decision of KEKEWICH, J., under which it was referred to chambers to fix what was a fair rent for the defendant to pay.

THE LAST decision of the century given by the Court for Crown Cases Reserved last week in the case of *Regina v. Kane*, shows how easy it often still is for a rogue to wrongfully deprive another of his money, and yet escape punishment. In this case the accused was indicted under section 75 of the Larceny Act, 1861, for that he, being the agent of W., and having been intrusted with a cheque for £60, with a direction in writing to apply the proceeds to a certain purpose, did, in violation of good faith, convert the proceeds to his own use. The facts proved at the trial shewed that the accused was a conjurer by trade, and that he had persuaded the prosecutrix to hand him a cheque for £60 in order to buy for her shares in a certain company. He gave her a written receipt for the money, which document contained a statement of the purpose for which he had received the



money. He made no attempt to apply for the shares, but promptly cashed the cheque and used the money for his own purposes. Two questions were put to the court—(1) Was the accused an "agent" within the statute? (2) Did the receipt he signed constitute a "direction in writing"? The second question was the one which had been chiefly argued in the court of first instance, and it is a question of great importance. The first question, however, was answered by the High Court in favour of the prisoner, and so the second has remained unanswered. As to the first question, the words of the Act are "banker, merchant, broker, attorney, or other agent," and it seems fairly clear, quite apart from authority, that the words "other agent" are governed by the preceding words, and that no one can come within the meaning of the statute who is not an agent by vocation and carries on some business similar to that of the persons mentioned. There is, however, direct authority as to this in the case of *Regina v. Portugal* (16 Q. B. D. 487), which was a decision of a Divisional Court. The Court for Crown Cases Reserved, although not bound by this case, thought it ought to be followed, and so the conviction was quashed, and the second question was not dealt with. That question would, however, probably have also been answered in favour of the prisoner. It is hard to see how the prosecutrix could have given the prisoner a "direction in writing" which was written by him and handed to her. It is hard also to see how a man can give himself directions. This then is one of the many cases in which a dishonest man may obtain money intending to deprive the owner of it, and actually deprive him of it, and still escape justice. This injustice will go on until it becomes recognized that a person who obtains money upon a promise to apply it to a certain purpose ought to be convicted of obtaining money by false pretences if it can be proved that he never had any intention of keeping the promise. Of course, intention is often difficult to prove, but it may often be proved very satisfactorily from the general conduct of the accused. When a person receives money in order to purchase something for another, and immediately applies that money to his own use, his intention may be inferred with a high degree of certainty. It is hard to see why a person, who receives the money of another with a verbal direction as to its application, should be able to misappropriate it with impunity. In fact it is high time that Parliament gave some attention to the amendment of the Larceny Act. Crimes of dishonesty constantly tend to become more and more complex, and the law is not elastic enough to cover them all.

THE RECENT decision of the House of Lords in *Duke of Bedford v. Ellis* (*Times*, 12th inst.) widens the construction which has been placed on R. S. C., ord. 16, r. 9. The rule is as follows: "Where there are numerous persons having the same interest in one cause or matter, one or more of such persons may sue or be sued . . . on behalf or for the benefit of all persons so interested." In *Temperton v. Russell* (41 W. R. 321; 1893, 1 Q. B. 435) an attempt was made to use this rule for the purpose of enabling a plaintiff, by suing the officers of a trade union as representing the members of the union, to get a judgment which would bind all the members. But this application of the rule was rejected; and LINDLEY, L.J., in delivering the judgment of the Court of Appeal, used an expression which restricted the rule to cases of a common proprietary interest. The expression in the rules, "the same interest in one cause or matter," only extends, he said, "to persons who have or claim some beneficial proprietary right which they are asserting or defending in the cause or matter." If a reason was wanted for refusing to apply the rule in *Temperton v. Russell*, the construction suggested was clearly sufficient for the purpose. The persons there whom it was sought to sue by means of representative defendants certainly had no common proprietary right. But the case might have been decided in the same way on other grounds, and as the sequel has shewn, the dictum quoted above was unnecessarily wide. When *Ellis v. Duke of Bedford* (47 W. R. 170) came before ROMER, J., it was used as a ground for refusing the facilities of a representative suit to claimants who clearly had a common interest in the same matter, although they had no

common proprietary right. An Act passed in 1828 for the regulation of Covent Garden Market, purported to distinguish between persons who visited the market to sell produce grown by themselves and persons who sold as middlemen, and in the action it was claimed that certain preferential rights in the letting of stands were conferred on the former class. Some of the class sued as representing the rest, and, as just intimated, ROMER, J., held that the rule did not entitle them to do so. But this was reversed by the Court of Appeal (LINDLEY, M.R. and RIGBY, L.J., VAUGHAN WILLIAMS, L.J., dissenting), and it is curious that the Master of the Rolls does not appear to have adverted to his own former dictum which was taken by ROMER, J., to be decisive of the case. Dropping the notion of a common proprietary right—of which, indeed, the rule itself says nothing—he thought it sufficient to point out that the growers of produce claimed in respect of the same statutory rights, and hence had the same interest in one matter for the purpose of representation under the rule. The same view has now been taken by the House of Lords, and LORD MACNAGHTEN has pointed out in his interesting judgment that the rule constitutes no advance on the practice in Chancery for the past hundred years. Theoretically every person affected by the action must be present as plaintiff or defendant, but when the parties are numerous, to insist on this requirement would be equivalent to a denial of justice. The theoretical rule, therefore, gives way to considerations of convenience, and if it appears that the interests of the different persons are the same, some of them may properly represent the whole class. But this beneficial principle depends on identity of interest, of whatever nature that interest may be, and is not restricted to cases of a common proprietary interest.

AN IMPORTANT point upon the right of a lessee under a mining lease to compensation under the Lands Clauses Acts was decided by a Divisional Court (DARLING and BUCKNILL, JJ.) in *Re Masters and The Great Western Railway Co.* (49 W. R. 29). By a lease dated in June, 1891, a lessor demised to MASTERS for sixty years a piece of land coloured yellow on the plan annexed to the lease, with the mines and minerals under some 335 acres of adjacent land, and the lessee was to have the right of sinking pits in certain land coloured pink, subject to the reasonable approval of the lessor. On the 25th of May, 1898, the Great Western Railway Co. gave MASTERS notice to treat for part of the pink land, and upon the same day MASTERS gave the lessor's agent notice of his intention to sink a pit on the land specified in the notice to treat. The parties proceeded to arbitration and the sum of £8,900 was awarded to MASTERS as compensation, the amount being, according to the special case subsequently prepared, calculated on the basis of the additional expense which MASTERS would have to incur in consequence of the railway company making it impossible for him to sink a pit on the land taken. The question thereupon arose whether MASTERS had any right over the surface of the pink land in respect of which he was entitled to compensation. His claim was based upon section 68 of the Lands Clauses Act, 1845, and it is settled that under this section compensation can only be given when the execution of the company's works injuriously affects a right incident to land. In the present case it was sought to defeat the claim on the ground that the right to sink a pit, being personal to the lessee, was not a right constituting an interest in land, and also that the exercise of it was subject to an approval which had not been in fact given. The allowance of either objection would seem to be a great hardship on the lessee, and each was rejected by the court. Clearly the right of sinking pits was a valuable right, and since it was attached to MASTERS as lessee of the land, there appears to have been no ground for treating it as merely personal, and no reason was shewn why the lessor would have been justified in withholding his approval. According to the judgment of BUCKNILL, J., the arbitrator had virtually found that the land proposed to be taken was a proper and reasonable place in which to sink a pit. Under the circumstances the court held that the claimant had established his right to the amount awarded.

The late Lord Armstrong is stated to have practised for some time as a solicitor at Newcastle.

## THE PRACTICAL WORKING OF THE COMPANIES ACT, 1900.

### IX.

#### III.—EXISTING COMPANIES OFFERING FUTURE ISSUES TO THE PUBLIC.

We have already considered the provisions of the Companies Act, 1900, as they affect existing and new companies alike, the most important of such provisions being those which relate to returns of allotments of shares (section 7), the registration of mortgages and charges (section 14), the further particulars to be given in the annual returns (section 19), and audit (sections 21-23); and we have considered the provisions specially applicable to new companies which offer shares or debentures for public subscription. In dealing separately with existing companies which go to the public with new issues of shares or debentures after the 31st inst. it is only necessary to consider how far the special provisions relating to new companies going to the public are applicable. It will be found that the only points to which attention need be directed are (1) the fixing of the minimum subscription on which the directors will go to allotment; (2) the payment of commission for underwriting; and (3) the issue of the prospectus.

(1) *Fixing of Minimum Subscription.*—The provisions of section 4 with respect to fixing the minimum subscription are excluded by sub-section 6 from "any allotment of shares subsequent to the first allotment of shares offered to the public for subscription." Hence where a company has already gone to the public with an issue of share capital, and a further issue is made after the 31st inst., no minimum subscription need be fixed. If, however, the first public issue is made after the 31st inst. the provisions of section 4 apply, and it will be necessary for the minimum subscription to be fixed by the articles of association and named in the prospectus. Hence, unless the entire issue is to be subscribed, the articles will have to be altered so as to comply with this requirement.

(2) *Commission for Underwriting or Placing Shares.*—The provisions of section 8 authorizing the payment of a commission to persons who underwrite or procure subscriptions for shares apply "upon any offer of shares to the public for subscription." They apply, therefore, where an existing company goes to the public with a fresh issue of shares, and for the future the payment of commissions of the nature specified will be permissible. But the payment of the commission and the rate per cent. must be authorized by the articles and disclosed in the prospectus, and the commission paid must not exceed the amount or rate so authorized. In the case of existing companies, therefore, an alteration of the articles will be necessary before advantage can be taken of section 8.

(3) *The Issue of the Prospectus.*—There is nothing in section 10 to exclude existing companies from its operation, and every prospectus issued after the 31st inst. offering for public subscription shares or debentures or debenture stock will have to conform to its requirements, subject only to the exemptions allowed by sub-section 4. These exemptions relate to the case of a prospectus which is published "more than one year after the date at which the company is entitled to commence business," an expression which the draftsman obviously introduced with reference to the provisions of section 6 as to companies registered after the 31st inst. With regard to such companies the expression has a defined meaning, and its introduction would seem to suggest that the exemptions are restricted in a corresponding manner. There is obviously, however, no reason why existing companies which have to conform to section 10 should not also have the benefit of sub-section 4, and it seems safe to say that in their case the date of registration will be taken as the date when they were entitled to commence business.

Reading sub-section 4 in this manner, a prospectus issued by a company registered before the 1st of January next more than a year from the date of registration need not state in the prospectus the contents of and signatories to the memorandum of association, or the specified particulars with regard to directors, or the amount of preliminary expenses; and in disclosing "all material contracts" it will be sufficient to disclose contracts

entered into during a period of two years immediately preceding the publication of the prospectus. But in other respects the requirements of section 10 will have to be complied with, and the various particulars which have been already enumerated (*ante*, p. 113) will have to be given. Frequently, however, the new issue of shares or debentures will not be made for the purpose of purchasing property, and many of the particulars which the section is meant to elicit—such as the profit made by vendors and promoters—will not be applicable. It is to be noticed that the provisions of section 2 with respect to the conditions to be observed before any person is named as a director in any prospectus issued by or on behalf of a company do not apply to companies registered before the 1st of January next.

#### IV.—NEW COMPANIES NOT GOING TO THE PUBLIC.

New companies which do not offer any shares or debentures to the public will be subject to the provisions which have been enumerated as affecting existing and new companies alike. Attention should be paid, therefore, to the provisions of section 1 as to incorporation; of section 3 as to directors' qualification shares; of sections 7 as to making returns of allotments of shares, distinguishing between cash and paid-up shares, and as to filing a contract in respect of shares of the latter class; of section 14 as to the registration of mortgages and charges; of sections 19 and 20 as to the annual returns to be made to the registrar, and as to the list of directors to be kept at the company's office; and of section 21 as to audit. Of the various provisions of the Act, however, which specially affect new companies it will be found that they are in general confined to companies which go to the public for either share or debenture capital. Thus, new companies which do not go to the public are not concerned with the restrictions of section 2 on the appointment of directors, or with the provisions of section 4 as to allotment, or of section 6 as to commencing business, or of sections 9 and 10 as to the issue of prospectuses. Nor are they entitled to the benefit of section 8, which allows commissions to be paid for underwriting. On the other hand, they must observe the requirements of section 12 as to the holding of the statutory meeting (*ante*, p. 133).

#### V.—NEW COMPANIES LIMITED BY GUARANTEE.

By the definition clause (section 33), "company" is defined to mean a company registered under the Companies Acts, and consequently the provisions of the Act of 1900 apply in general to companies limited by guarantee as well as to companies limited by shares. Under the Act of 1862 a company limited by guarantee may have a share capital, and in such case the articles of association must state the amount of capital with which the company is to be registered. In this respect a change is introduced by section 27 of the present Act, and a new company limited by guarantee will not be capable of having a capital divided into shares "unless the memorandum of association so provides, and specifies the amount of its capital (subject to increase or reduction in accordance with the Companies Acts) and the number of shares into which the capital is divided." The words in brackets seem to have been introduced upon the assumption that the existing provisions of the Companies Acts as to increase and reduction of capital apply to companies limited by guarantee. As long as the capital had only to be stated in the articles, then, as the articles were alterable, the capital also could be altered. But now that the amount is to be stated in the memorandum, special statutory provision for this purpose is required. Section 12, however, of the Act of 1862, which authorizes an increase of capital, and section 9 of the Act of 1867, which authorizes a reduction of capital, apply only to companies limited by shares. It might possibly be held that the reference in section 27 of the present Act to the increase or reduction of capital by implication extends these provisions to companies limited by guarantee having a share capital; but such a construction cannot be relied upon, and it would seem that the capital of these companies will be unalterable. It should be noticed that some of the provisions of the present Act are expressly restricted to companies which are limited by shares. Thus a company limited by guarantee is not within section 7 as to returns of allotments of share capital, or section 12 as to the holding of the statutory meeting.



It is needless at the present time to express any opinion as to the probable effect of the Act upon the formation of companies. The great majority of companies, it has always been recognized, are honestly brought out and honestly managed, and it was the fear of interfering unduly with this form of commercial enterprise which made the discussions on the Bill promoted by the Board of Trade so prolonged. Even in the case of such companies the Act will enforce more disclosure in the prospectus than has been customary, and in the case of dishonest companies the disclosure, if the intention of the promoters of the Act are attained, will be fatal to their flotation. It is in the changed form of prospectus that the operation of the Act will most speedily be made manifest.

## REVIEWS.

### COUNTY COURT PRACTICE.

THE ANNUAL COUNTY COURT PRACTICE, 1901. FOUNDED ON POLLOCK AND NICOL'S AND HEYWOOD'S PRACTICES OF THE COUNTY COURTS. TWO VOLUMES. Edited by WILLIAM CECIL SMYLY, Q.C., Judge of County Courts; assisted by WILLIAM JAMES BROOKS, M.A., Barrister-at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

The multiplication of Annual Practices is a feature in legal literature of the present day which is fully appreciated by the profession. It is, however, obviously most desirable that all such works should be edited, year by year, with the utmost care, and, if possible, published at the end of each year, so that they may comprise all recent statutes, rules, and decisions. Owing to what we cannot but regard as their somewhat premature publication, the volumes before us, which profess to contain the practice of the county courts for 1901, do not include amongst their contents the County Court Rules, 1900, dated the 27th ult., and which come into force on the 1st of January next, and amend and prescribe the practice under various special statutes (notably the Agricultural Holdings' Act, 1900), besides making various alterations, of more or less importance, in the ordinary practice of the county courts. This omission will, no doubt, be supplied by a supplement. We observe that the following cases, which might have been cited in the present edition, have escaped the editor's vigilance—namely, *Crystal Palace Gas Co. v. Idris* (82 L. T. 200), *Telephone Co. v. Tunbridge Wells Corporation* (48 W. R. 686), and *Attorney-General v. Lord Stanley of Alderley* (1900, 1 Q. B. 256). The following statutes have also been omitted—namely, the Merchant Shipping (Liability of Shipowners and Others) Act, 1900 (63 & 64 Vict. c. 32), the Companies Act, 1900 (63 & 64 Vict. c. 48), the Colonial Stock Act, 1900 (63 & 64 Vict. c. 62), and the Electric Clauses Lighting Act, 1899 (62 & 63 Vict. c. 19). It is true that these statutes do not all expressly mention the county courts, though incorporated with previous statutes giving them jurisdiction, but the last-named statute does, in section 46, expressly refer to the county courts, while the Colonial Stock Act, 1900, which widens the range of trustee investments, certainly seems to be germane to that branch of county court equitable jurisdiction which concerns trustees and the execution of trusts. In thus freely criticizing the present edition of this work, we have no wish to minimize its value, not merely as a text-book, but, to quote the language of Collins, L.J., in regard thereto in *The Queen v. Registrar of Southampton County Court* (61 L. J. Q. B., at p. 709), as "an authoritative exposition of the law." Indeed it is precisely because we recognize the value and utility of the work that we regret the present edition does not altogether realize our expectations or attain the high standard of excellence to which previous editions had accustomed us. We are glad to notice that the Index to Vol. I, which, it will be remembered, mainly concerns the ordinary jurisdiction and practice of the county courts, keeps pace with the yearly increasing contents, to which it affords ready access.

### BOOKS RECEIVED.

The Yearly County Court Practice, 1901. Founded on Archbold's County Court Practice and Pitt-Lewis' County Court Practice. By G. PITT-LEWIS, Q.C., Sir C. ARNOLD WHITE, Barrister-at-Law, Chief Justice of Madras, and ARCHIBALD READ, B.A., Barrister-at Law. In Two Volumes. Butterworth & Co; Shaw & Sons.

The Law and Practice of the Estate Duty (Finance Acts, 1894 to 1900). By ALFRED W. SOWARD, of the Estate Duty Office, Somerset House. Fourth Edition, Enlarged and in Great Part Re-written, with Cases to Date. Waterlow & Sons (Limited).

The English Reports. Volume I.: House of Lords, containing Shower, Colles, and Brown—Volumes 1 to 3. William Green & Sons, Edinburgh; Stevens & Sons (Limited).

Practical Hints on the Preparation and Registration of Joint Stock Companies Forms, with Precedents, Tables of Fees and Stamp Duties, and an Index. Fifth Edition. Waterlow & Sons (Limited).

## CORRESPONDENCE.

### RECOVERY OF POSSESSION OF DESERTED PREMISES.

[To the Editor of the Solicitors' Journal.]

Sir,—By a lease of 1852 building land was demised for 999 years at a yearly ground-rent of £20, with power for the lessor, in default of payment, to enter and take the rents until satisfaction of the arrears of ground-rent. Manufacturing buildings of considerable value were erected upon the plot, but some fourteen years ago the assignee of the term failed to pay the ground-rent, when it was found that he had mortgaged the leasehold interest, and that everything else had been sold on behalf of his creditors. The lessor thereupon entered into possession, but has since been unable to let the works for any purpose, and as they have now become ruinous they are practically valueless.

If the lessor could acquire the leasehold interest he might obtain a small sum for the materials of the works, and re-let the land at a considerably reduced ground-rent; but the mortgagee demands prohibitive terms for selling such interest, and any proceedings in Chancery to compel a sale would not be worth the necessary cost.

The 11 Geo. 2, c. 19, s. 16, seems to afford a cheap and speedy remedy for terminating a lease of deserted premises, but it provides that the rent must be at least three-fourths of the yearly value of the premises; so that it appears primarily intended to apply to occupation tenancies, although there seems nothing to preclude it from extending to building leases under suitable conditions.

Does the value referred to mean the value at the time of the demise or at the time of the proceedings, and would the Act be applicable to the above case, where the buildings, although originally worth much more than the ground-rent, being beyond repair, are now practically worth less than three-fourths of it; or can any other inexpensive procedure for terminating the lease be suggested? A case in point would oblige.

I think that cases like the above cannot be rare, as I have recently met with two.

"LANCASHIRE."

## NEW ORDERS, &c.

### THE COLONIAL STOCK ACT, 1900.

#### LIST OF STOCKS UNDER SECTION 2.

Pursuant to section 2 of the Colonial Stock Act, 1900, the Lords Commissioners of her Majesty's Treasury hereby give notice that the provisions of the Act have been complied with in respect of the under-mentioned stocks registered or inscribed in the United Kingdom:

#### Dominion of Canada.

- 4 per Cent. Loans of 1874, 1875, 1876, and 1878-79.
- 3½ per Cent. Loan (1909-34).
- 4 per Cent. Reduced Loan.
- 4 per Cent. Loan (1910-35).
- 3 per Cent. Loan.
- 2½ per Cent. Loan.

#### New Zealand.

- 4 per Cent. Consolidated Stock (1929).
- 3½ per Cent. Consolidated Stock (1940).
- 3 per Cent. Consolidated Stock (1945).

The restrictions mentioned in section 2, sub-section 2, of the Trustee Act, 1893, apply to the above stocks (see Colonial Stock Act, 1900, section 2).

Treasury-chambers, S.W., December 20, 1900.

## TRANSFER OF ACTION.

### ORDER OF COURT.

Friday, the 14th day of December, 1900.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Wright.

### SCHEDULE.

Mr. Justice COXENS-HARDY (1900—G.—No. 2,435).

In the Matter of The Griffin Manufacturing Company Limited. Edgar Thomas Odell v. The Griffin Manufacturing Company Limited.

HALSBURY, C.

Messrs. Partridge & Cooper have sent us a copy of their new "Week-at-a-Glance" Remembrancer; which, by an ingenious arrangement, enables a whole week's engagements to be seen; the slip for each day being torn off as it passes. The Remembrancer is likely to be very useful in a solicitor's office.

## CASES OF LAST SITTINGS.

## House of Lords.

LYSONS v. ANDREW KNOWLES &amp; SONS (LIM.). 14th Dec.

MASTER AND SERVANT—EMPLOYERS' LIABILITY—ACCIDENT—COMPENSATION—AVERAGE WEEKLY EARNINGS—EMPLOYED LESS THAN TWO WEEKS—WORKMEN'S COMPENSATION ACT, 1897 (60 & 61 VICT. c. 37), s. 1; SCHEDULE.

Appeal from Court of Appeal (A. L. SMITH and COLLINS, L.J.J., ROMER, L.J., doubting) (48 W. R. 408; 1900, 1 Q. B. 780). The appellant was a pitman in the employ of the respondents, who were owners of a colliery, and was engaged as a pieceworker at six shillings a day. He began work on a Tuesday and did a day's work. The next day was a holiday. On Thursday he again went into the pit to do a day's work, and while working was injured by the fall of a piece of coal. On Friday he was paid six shillings for the first day's work and on the Friday following six shillings for the second day. The appellant claimed compensation for the injury sustained. The county court judge considered that as appellant had earned twelve shillings within a period of seven days, that sum must be taken as his average weekly earnings; the Court of Appeal, however, held that it was necessary for a workman to have been at least two weeks in the service of his employer in order to be entitled to compensation. The first schedule to the Act, sub-section 1 (b), is as follows: "The amount of compensation under this Act shall be, when total or partial incapacity for work results from the injury, a weekly payment during the incapacity, after the second week, not exceeding 50 per cent. of his average weekly earnings during the previous twelve months, if he has been so long employed, but, if not, then for any less period during which he has been in the employment of the same employer, such weekly payment not to exceed one pound." After argument the next case was heard, and judgment then given in both.—COUNSEL, Joseph Walton, Q.C., Atherley Jones, Q.C., and Richard Smith; C. A. Crisp, Q.C., and F. H. Mellor. SOLICITORS, Radford & Frankland, for Bowden & Widdowson, Manchester; Rowshiff & Co., for Fullagar & Hulton, Bolton.

STUART v. NIXON &amp; BRUCE. 14th Dec.

MASTER AND SERVANT—EMPLOYERS' LIABILITY—ACCIDENT—COMPENSATION—DURATION OF EMPLOYMENT—WORKMEN'S COMPENSATION ACT, 1897 (60 & 61 VICT. c. 37), s. 1; SCHEDULE.

In this appeal the workman, a stevedore's labourer was killed on the fifth day by an accident after continuous employment at daily wages. His widow, the appellant, claimed compensation. The Court of Appeal (Collins, Vaughan Williams, and Romer, L.J.J.) (48 W. R. 598; 1900, 2 Q. B. 95) considered the case governed by *Lysons v. Andrew Knowles & Sons*.

THE HOUSE allowed both appeals.

EARL OF HALSBURY, C., after referring to the difficulties of construction of the Act and the language used, said: I have no doubt that the Legislature did mean that every one in a prescribed trade should be entitled to compensation. But it was said that the enactment was to pay compensation in accordance with the first schedule. It was, however, to be observed that the Act did not say "such compensation as is prescribed in that schedule," but "in accordance with" it. Looking at the schedule we found a variety of conditions which were very intelligible if we took into consideration the leading enactment that every workman was entitled to compensation. Then it was said that if the workmen were not employed for at least two weeks how could his earnings be averaged when an average was impossible? But even if there was no mode of fixing the quantum, he (the learned lord) should still be of opinion that in the schedule there was no repeal of a right which had first been granted, and that arbitration or some other means might be taken. There was certainly nothing in the schedule to override the primary right given to every workman. There were, no doubt, conditions to the compensation. No one was entitled who was not disabled for two weeks. Thus trifling injuries were excluded. Then the mode of administration and relief had to be considered; and it was natural to find out what was to be the weekly payment, and for that purpose some relation to weekly earnings had to be established; and then it was that the Legislature used the expression "average weekly earnings." But this did not in the least import that the right was to be limited and cut down. It was only intended to provide an artificial means of ascertaining the question. That was all that was meant by the word "average," and he was not much impressed by the arguments on the strict meaning of the word. The idea was simply to take one week with another. Any other interpretation would exclude an enormous class of labourers not in regular employment. Such a construction was repugnant to his mind, and the decision in the first case ought to be to reverse the order of the Court of Appeal. In *Stuart v. Nixon*, the second case, a stevedore was engaged in loading a vessel; the cargo was in, but the hatchway was not covered. In covering the hold, in pulling iron beams across, the deceased was killed. The Act gave compensation where men were engaged in loading and unloading, and this case came within these provisions. It was absurd to suppose that the Legislature intended to confine its benefits to the exact moment at which a man was engaged in loading or unloading. What was intended was to make provision against the danger of the operation and all the work connected with the operation. In this case also he moved that the decision of the court below be reversed. It was not for their lordships to fix the amount of compensation, but the case must go back for that purpose to the county court judge; the amount would probably be the minimum—£150—provided by the Act.

LORDS MACNAGHTEN, SHANL, BRAMPTON, and ROBERTSON CONCURRED.

LORD LINDLEY did not think that the man was engaged in loading or unloading. The appeals were therefore allowed in both cases.—COUNSEL, Joseph Walton, Q.C., and Leslie Scott; Ruegg, Q.C., and A. G. Steele. SOLICITORS, Crowders, Vizard, & Oldham, for G. L. Linskey, Liverpool; Wm. Hurd & Son, for Oliver Jones, Billson, & Co., Liverpool.

[Reported by C. H. GRAFTON, Barrister-at-Law.]

## High Court—Chancery Division.

HALBOT v. LENS. Kekewich, J. 6th and 18th Dec.

PRINCIPAL AND AGENT—WARRANTY OF AUTHORITY—MISREPRESENTATION—LIABILITY OF SUPPOSED AGENT.

This was an action brought by the plaintiff Halbot against Bernard Clarke Lens and Ethel Clarke Lens as defendants. The facts were very shortly as follows: Prior to August, 1899, the plaintiff and the first-named defendant had for many years carried on a business in partnership at Bradford under the firm name of Halbot, Lens, & Co. On the 17th of August, 1899, the firm, being in difficulties, issued a circular convening a meeting of its creditors. Meetings were held on the 25th and 30th of August, 1899, and in the result the creditors agreed to accept a composition of 12s. in the pound, to be paid in three instalments of five shillings, five shillings, and two shillings, payable at three, six, and nine months respectively, the last instalment to be guaranteed as appears below. The rights of the creditors against sureties were reserved in the usual way. This arrangement was carried into effect by the issue on the 25th of September, 1899, of composition bills, those for the first and second instalments being accepted by the firm, and those for the third instalment being accepted by the firm and drawn and endorsed by Ethel Clarke Lens (the second defendant) as a surety approved by the committee of inspection appointed by the creditors. At the date of the arrangement came to with the creditors, the firm were indebted to their bankers to the amount of £15,000, for which the bankers held as collateral security a separate guarantee of Halbot (the plaintiff) for £1,000, supported by deposit with the bank of scrip belonging to him; a joint guarantee of the two defendants for £4,000, supported by a deposit with the bank of £2,300 in cash or securities, and a guarantee of Dr. Thomas Clarke (father of the second defendant) for £5,000. On the 1st of September, 1899, a memorandum was signed by the plaintiff and the first defendant, the latter signing on behalf of his co-defendant and on behalf of Dr. Clarke, as well as on his own behalf. Clause 1 of this memorandum provided (after referring to the fact of an offer of composition to the creditors having been made) that the plaintiff should take over the current business from the 17th of August, 1899 (the date of stoppage), paying for the assets taken over by him, which included book debts, contracts, goodwill, trade-marks, &c., the price of the stock taken at invoice prices less a discount, payment to be made to Mr. Lens within three months of the 25th of August, 1899, Mr. Lens to take all the remaining assets of the firm, and, in consideration of this, to accept the burden of paying the composition to the creditors, including costs. Clause 3 of the memorandum was as follows: "All claims (if any) made or existing by Dr. Clarke or Mrs. Lens against Halbot to be released." Both Dr. Clarke and Ethel Clarke Lens absolutely repudiated the memorandum, and denied that the defendant had any authority to sign on their behalf. It appeared from the evidence that at the time of signing the memorandum the defendant Bernard Clarke Lens represented to the plaintiff that, as he believed to be the fact, he had authority to sign on behalf of Ethel Clarke Lens, but objected to signing on behalf of Dr. Clarke on the ground that not only had he no authority to do so, but also that, as plaintiff was well aware, Dr. Clarke had entirely refused to consent to the terms of the agreement. The plaintiff then brought his action against Mr. and Mrs. Lens, and asked (*inter alia*) (1) for a declaration that under the agreement the defendants, or one of them, were or was bound to obtain a release by Dr. Clarke of all claims then made or existing by him against the plaintiff, and to indemnify the plaintiff therefrom; or, alternatively, that the defendant Bernard Clarke Lens was bound to procure the said release and also a similar release by his co-defendant Ethel Clarke Lens, and to indemnify the plaintiff against all claims by her and Dr. Clarke; (2) for specific performance. The plaintiff also asked for damages and costs. It was admitted that neither Dr. Clarke nor Mrs. E. C. Lens were bound by the memorandum. It was contended on behalf of the plaintiff that the defendant had, by signing the memorandum in the way he did, warranted his authority as agent (*Collen v. Wright, infra*), and that, if that was not so with regard to Dr. Clarke, he had warranted that the contract should be performed by Dr. Clarke, and was liable in damages. On behalf of the defendant it was contended that there was no intentional misrepresentation as to authority on behalf of Ethel Clarke Lens, and that as regards Dr. Clarke there was no misrepresentation at all, the plaintiff being told by the defendant, and being aware that Dr. Clarke absolutely declined to have anything to do with it.

KEKEWICH, J.—As to the question whether the defendant Lens is liable in damages to the plaintiff Halbot for not having procured the concurrence of Dr. Clarke and Mrs. Lens on the ground that he purported to sign on their behalf, as well as his own, the law is adequately expounded in *Collen v. Wright* (7 Ell. & Bl. 301, and 8 Ell. & Bl. 647). Cockburn, C.J., at p. 658 of the latter report, says: "The proposition we are called upon to affirm is that by the law of England a party making a contract as agent in the name of a principal impliedly contracts with the other contracting party, that he has authority from the alleged principal to make the contract, and that if it turns out he has not this authority, he is liable in an action on such implied contract." That decision does not proceed on the footing of there having been any wrong or omission of right on the part of the agent in order to make him personally liable on a contract made in the name of his principal, and that case, I think, overrules *Smout v. Ilbury* (10 M. & W. 1). The con-



cusion, therefore, is that in order to enable a plaintiff to maintain an action on such a contract he must prove a misdescription in fact—that is to say, a misdescription by the defendant that he was authorized to sign on behalf of an alleged principal when in fact he was not so authorized, but he need not prove that this misrepresentation was due to omission or wrong by the party signing. I think, therefore, that Lens, having no authority to sign for his wife, and having nevertheless signed as if he had, must be regarded as having entered into a contract that he had authority to sign and bind her, and he must be held to have made a misrepresentation in fact which renders him liable to an action on the implied contract, and in respect of that the plaintiff is therefore entitled to judgment. The case, however, against Lens in respect of his signature on behalf of Dr. Clarke stands on a different footing. The result of the evidence shows that both the plaintiff and Lens equally knew, not merely that Lens had no authority to bind Dr. Clarke, but that Dr. Clarke had declined to assent to the terms of the agreement so far as they affected him. There was no misrepresentation of fact by Lens, for he said plainly, "I have no authority, and I do not believe that I shall be able to get it." Neither is there evidence from which I can directly infer that he nevertheless contracted to obtain it. The plaintiff has, therefore, failed to establish misrepresentation of fact against the defendant Lens so far as regards his signature on behalf of Dr. Clarke, and to that extent he fails to maintain his action.—COUNSEL, T. R. Warrington, Q.C., and Boddall; W. Renshaw, Q.C., and Methold. SOLICITORS, Clarke & Blundell, for Gordon, Hunter, & Macmaster, Bradford; Nussey & Fellowes, for Vint, Parkinson, Hull, & Killick, Bradford.

[Reported by C. C. HENSLEY, Barrister-at-Law.]

#### PULMAN v. MEADOWS. Cozens-Hardy, J. 7th Dec.

ADMINISTRATION.—PAYMENT INTO COURT.—RIGHT OF RETAINER.

SUMMONS. The plaintiff had commenced an action for the administration of the insolvent estate of a creditor, James Mills, as far back as 1851. In 1854 he obtained a grant of letters of administration with the will annexed. The estate of James Mills subsequently became entitled to a sum of Consols, transferred from the suit of *Dowding v. Mellish*, and this sum was paid to the account of "The share of James Mills in the residuary estate of Richard Bradshaw, deceased." The plaintiff in this action having died, letters of administration with the will annexed *de bonis non* of James Mills were granted in October, 1899, to the present applicant, who had also been constituted administrator with the will annexed of Miss M. Mills, a creditor of James Mills. On his application the sum in court to the account of the share of James Mills in the suit of *Dowding v. Mellish* had been transferred to the suit of *Pulman v. Meadows*. A further order for the payment of certain costs in that cause had recently been made, and there still remained a small balance in court. The object of this summons was to determine whether, in exercise of an administrator's right of retainer, the applicant was entitled to the sum in court.

COZENS-HARDY, J., said this was a difficult case. The administrator's right of retainer was only applicable to a fund which the legal personal representative had got into his possession: *Re Rhodes, Ex parte Rhodes* (47 W. R. 561; 1899, 2 Q. B. 347). The circumstances in the present case were curious. There were two old suits—*Dowding v. Mellish* and *Pulman v. Meadows*—and the decree in both was made nearly fifty years ago. The funds were insufficient to pay creditors until eighteen months ago, when, by the death of the lady, funds had been let loose. This fund was held over by Byrne, J., to a separate account of "the share of James Mills" (the testator in *Pulman v. Meadows*). The applicant, finding that the legal personal representatives of James Mills were dead, applied for the administration with the will annexed *de bonis non*, and he is also the legal personal representative for a creditor. There was a good reason why no order for the transfer of the sum should be made, because of the death of James Mills so long ago, and it is not the habit of the court to pay out funds under these circumstances to a legal personal representative. But Byrne, J., finding that there was a suit, instead of directing an inquiry, transferred it to my court. That having been done, I made an order which is inconsistent with this right of retainer. There is now a small residue. I am now asked to hold that the applicant has had constructive possession of this fund since 1899. I think that is carrying the doctrine of construction to an extent it has never been extended to, and to which I will not be the first to extend it. The true view is that the applicant has no right of retainer.—COUNSEL, S. O. Buckmaster; J. Austen-Cartmell. SOLICITORS, Levin & Co.; Fladgate & Co.

[Reported by J. H. DAVIES, Barrister-at-Law.]

#### HARBOTTLE v. GLEW. Buckley, J. 30th Nov.

TRUSTEE.—BREACH OF TRUST.—JUDICIAL TRUSTEES ACT (59 & 60 VICT. c. 35), s. 3.—RELIEF.—COSTS.

In the above action, in which certain trustees were held to have committed certain breaches of trust, but were relieved under the Judicial Trustees Act in respect of some of them, Buckley, J., dealt as follows with the costs of the trustees.

BUCKLEY, J.—I think that the trustees ought to pay costs so far as relates to the matter in which I have held them liable for breaches of trust and have not relieved them under the Judicial Trustees Act, and I think I ought to disallow their costs so far as I have held them guilty of breach of trust and have relieved them under the Judicial Trustees Act. As regards that last point I will give my reasons for so doing. I am satisfied that the costs of the action have been largely increased by this contention which has succeeded, that they ought to be relieved under the Judicial Trustees Act for some part of their breaches of trust. Now I do not see why the trust estate should bear the costs of ascertaining whether something is a breach of trust, and whether a trustee ought to be

relieved of it. Notwithstanding that he is relieved, if he is guilty of breach of trust, one can conceive circumstances under which he ought to pay all the costs. I do not think it necessary to go so far as that, but I certainly do not think the trustees ought to be allowed their costs in a case in which they come, I will not say for indulgence—it is a statutory right—but in a case in which they come for relief. It is on that ground that I disallow these costs so far as regards the defendants the trustees.—COUNSEL, H. Terrell, Q.C., and J. M. Gorer; Astbury, Q.C., and T. L. Wilkinson. SOLICITORS, Griffith & Gardiner, for J. A. Isle, York; Long & Gardiner, for F. H. Anderson, York.

[Reported by J. F. WALSH, Barrister-at-Law.]

## LAW STUDENTS' JOURNAL.

### LAW STUDENTS' SOCIETIES.

BIRMINGHAM LAW STUDENTS' SOCIETY.—Dec. 11.—Mr. A. H. Adcock presiding.—After the transaction of formal business a debate took place on the following moot point: "A. demised premises to B. for a term of years. The lease contained a covenant by B. to use the premises or permit them to be used as a private dwelling-house only, and a proviso for re-entry on breach of such covenant. B. sublet the premises to C. for the purpose of carrying on a school. C. did not inspect the lease, and had no knowledge of the restrictive covenant. The sub-lease contained a covenant by B. that C. should hold the premises during the sub-lease without any interruption by B., or any person claiming by, through, or under him. A., without notice of the sub-lease, assigned his reversion to X. X. brought an action against B. to recover possession of the premises under the proviso for re-entry. B. gave no notice of the action to C. and consented to judgment. C. was ejected from the premises by X. under the judgment. Has C. a right of action against B. under the covenant for quiet enjoyment?" *Cohen v. Tannar* (48 W. R. 642; 1900, 2 Q. B. 609, 69 L. J. Q. B. 904, 83 L. T. 64). The speakers were: in the affirmative, Messrs. S. P. Eaden, S. J. Grey, C. W. B. Astbury, W. C. Camm, and W. H. Coley; and in the negative, Messrs. T. P. Orwin, T. F. Duggan, and J. W. Hallam. After the openers on both sides had replied the chairman summed up and the question was decided in the affirmative by six votes to five. A vote of thanks was passed to the chairman for presiding.

LAW STUDENTS' DEBATING SOCIETY.—Dec. 11.—Chairman, Mr. J. D. L. Johnson.—The subject for debate was: "That the case of *Chamberlain's Wharf (Limited) v. Smith* (1900, 2 Ch. 605) was wrongly decided." Mr. Risch Miller opened in the affirmative; Mr. L. B. Castello seconded in the affirmative. Mr. C. A. Hopkinson opened in the negative; Mr. Wm. Pleadwell seconded in the negative. The following members also spoke: Messrs. A. B. Russell, Harnett, H. Rendell, Balloil Scott, Tyldesley Jones. The chairman having summed up eloquently, the motion was lost by fourteen votes.

Dec. 18.—Chairman, Mr. R. P. Croom Johnson.—The subject for debate was: "That this society disapproves of the present system of Christmas Boxes." Mr. J. D. A. Johnson opened in the affirmative. Mr. Frank H. Stevens opened in the negative. The following members also spoke: Messrs. Neville Tebbutt, Cohn, Pleadwell, Alexander, Harnett, Hardman, Ball, Wallington, Rendell, Loch, Ames, Buckle. The motion was carried by three votes.

## LEGAL NEWS.

### OBITUARY.

Mr. WILLIAM ROWCLIFFE, solicitor, of the firm of Rowcliffes, Rawle, & Co., died at his country house, Northbrook, Farnham, on the 23rd inst., in his 75th year. Mr. Rowcliffe was admitted in 1849, and we believe became a partner in the firm now bearing the above-mentioned name in or about 1860. He was buried on Thursday last at Farnham.

The death is announced of Mr. GODFREY RHODES, solicitor, of Halifax, Yorkshire. Mr. Rhodes served his articles with Mr. John Haigh, then official receiver in bankruptcy at Huddersfield, and was admitted in 1871. In the same year he commenced to practise at Halifax, and subsequently entered into partnership with Mr. R. W. Evans, J.P. For over twenty years he had been clerk to the local authority at Sowerby Bridge, and for ten years clerk to the Southowram District Council. He was also solicitor to the Halifax Commercial Bank. Mr. Rhodes was associated with a number of commercial enterprises, including the Blackburn Brewery Co. and the North Cheshire Brewery Co., of both of which he was a director.

### INFORMATION REQUIRED.

Mr. WILLIAM FREDERICK BELLAMY, late of Wyoliffe Cottage, 17, John-street, Hampstead, accountant to St. Pancras Vestry, died on the 25th of November, 1900. He is believed to have made a Will of recent date, which cannot be found. Mr. Bellamy's relatives will be glad of any information which may lead to its discovery. Communications to be addressed to Broomhead, Wightman, & Moore, solicitors, 14, George-street, Sheffield.

The Hon. Mrs. ELLEN NELSON, deceased.—Any person having a Will of this lady, the widow of the Hon. Charles Horatio Nelson, is requested to communicate at once with Messrs. Young, Jackson, Beard, & King, 12, Essex-street, Strand, W.C., solicitors.

## CHANGES IN PARTNERSHIP.

## ADMISSION.

Mr. EDWIN PERKINS RIDLEY, solicitor, of 24, Museum-street, Ipswich, practising under the style of "Birkett & Ridley," has taken into partnership as from the 1st day of December, 1906, Mr. WILLIAM ALFRED FRANCIS, who has been with him for some years. The style of the new firm will be "Birkett, Ridley, & Francis."

## DISSOLUTIONS.

CHARLES WHITCHURCH WASHBROUGH and HUGH GREENFIELD DOGGETT, solicitors (Stanley Washbrough & Doggett), Bristol. May 31.

[Gazette, Dec. 21.]

## GENERAL.

An alleged lunatic, says the *American Case and Comment*, cross-examining physicians who testified against him, caught them as follows: After getting facts as to the extent of their experience and asking each of them if he thought he had in that short time become qualified to testify as an insane expert, he asked each of them in particular as to what works on insanity he had read, naming several well-known works, then asking if he had read "Oomah" on that subject. Each replied that he had. Then the alleged lunatic, in high glee informing them that there is no such work as "Oomah," announced, "The kindergarten class is excused from further examination."

A correspondent of the *Australian Law Times* has, says the *Albany Law Journal*, been looking up the parentage of the expression "It is too thin;" the statement having been made that the phrase is properly to be classified as slang. He finds that the words were first used forensically, by Lord Eldon, in *Wright v. Simpson* (5 Ves. 735, 4 Bing. 717), where the learned judge is reported to have said, "It is too thin a claim." Slang has crept into decisions to a greater or less extent, both in this country and in Europe. But we find ourselves unable to agree with those who class the expression referred to as slang. It seems to us to be not only expressive but irreproachably good and pure English.

On the 21st inst., says the *New Irish Jurist*, the sittings of the Irish High Court came to an end. The day is known as "Juniors' Day." In the ordinary practice counsel are heard in the order of seniority at the bar, the law officers of the Crown coming first, then the serjeants-at-law, followed by the Queen's Counsel, and the members of the junior bar, enjoying what Dr. Johnson would call "the melancholy privilege of seniority," until the barrister of yesterday obtains a hearing. On the last day of term the usual order in which motions are heard is reversed, and the nervous and timid junior gets his business transacted while the seniors wait. It would appear that this rule has not been adhered to in England since the passing of the Judicature Acts, but in Ireland it always is the practice, and Mr. Justice Gibson, for one, has always insisted upon it being put into effect.

Mr. Justice Lawrence has fixed the following commission days for holding the winter assizes on the Midland Circuit: Aylesbury—Wednesday, January 30; Bedford—Saturday, February 2; Northampton—Wednesday, February 6; Leicester—Monday, February 11; Oakham—Friday, February 15; Lincoln—Saturday, February 16; Derby—Saturday, February 23; Nottingham—Friday, March 1; Warwick—Thursday, March 7; Birmingham—Wednesday, March 13. Mr. Justice Lawrence will proceed on circuit alone until Nottingham is reached, when Mr. Justice Ridley will join him there if the state of business requires two judges. When the Nottingham Assizes are over Mr. Justice Lawrence will return to London, and Mr. Justice Ridley will go to Warwick alone, afterwards proceeding to Birmingham, where he will join Mr. Justice Phillimore.

There has been some discussion this week with regard to the appointment, as Recorder of Croydon, of a barrister who is not a member of the Surrey Sessions Bar. Sir Harry Poland, in a letter to the *Times*, says: "Mr. Ritchie has in this matter followed the practice of his predecessors. Mr. Asquith, when Home Secretary, selected a member of the Surrey Sessions for the Recordership of Deal, and another member of that sessions for the Recordership of Canterbury. The Recorder of Folkestone was also a member of the Surrey Sessions, and the Recorder of Gravesend was not a member of the Kent Sessions. All these recorders were, however, members of the South-Eastern Circuit. It is clearly desirable that the members of the Surrey Sessions should be eligible for Kent recorderships, which they could not be unless the members of the Kent Sessions were eligible for Surrey recorderships. There are men who practise at the Central Criminal Court and at the County of London and Middlesex Sessions who do not belong to any country sessions, and 'fair-play's' contention would exclude them from recorderships on the South-Eastern Circuit, although they attended regularly the assizes at the county towns on that circuit."

"Solicitor," writing to the *Times*, says: "I think the majority of solicitors will share my disappointment at the decision of the Master of the Rolls to renew without investigation the certificates of bankrupt solicitors. I had hoped that the action of the Incorporated Law Society would have received the support of the bench; and, although I am personally of opinion that certificates of bankrupt solicitors should not be renewed under any circumstances, possibly such an absolute rule could not be enforced without the sanction of Parliament. If the bench will not, or has not the power to, assist the profession in setting its house in order it is difficult to see by what means the public confidence is to be restored. I believe I am right in saying that a stockbroker is prohibited from carrying on his business under the like circumstances, and surely at least as high a standard ought to be exacted from a solicitor. I trust some means may yet be found of dealing with these cases on their merits, even

if it be impossible to establish an absolute and unqualified rule that no solicitor who is a bankrupt should be allowed to practise. If the bench is powerless, surely the matter is one of sufficient importance to engage the attention of Parliament."

## THE PROPERTY MART.

## SALES OF THE ENSUING WEEK.

Jan. 3.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2 p.m.:—

## REVERSIONS:

To Two One-eighths of Consols and Freeholds, value over 4,000; lady aged 74, provided reversions aged 38 and 35 survive her, with policies.  
To £500 of a Trust Fund; gentleman aged 63. Solicitors, Messrs. Hardley-Holt, Hulbert, & Hubbard, London.

LIVE INTEREST of lady aged 67; producing £503 10s. per annum, with policy. Solicitors Messrs. Bloomer, Currie, & Damian, London.

## POLICIES:

For £1,500; life aged 60. Solicitor, Messrs. Potter, Sandford, & Kilvington, London.

For £1,000.

For £500; life aged 40. Solicitor, W. H. Hargrave, Esq., London.

MORTGAGE DEBENTURES of the Land Securities Co. (see particulars), Solicitors, Messrs. Burns & Wykes and Messrs. Slaughter & Coigraive, London.

(See advertisements, this week, back page.)

## WINDING UP NOTICES.

London Gazette.—FRIDAY, DEC. 21.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

BARNSTAPLE MARONIC HALL CO., LIMITED.—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to J. H. L. Brewer, Bridge End, Barnstaple.

BULWYD CONSOLIDATED GOLDFIELDS, LIMITED.—Petition for winding up, presented Dec 19, directed to be heard on Jan 16. Brown, 2, Gresham-buildings, Basinghall at sol for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 15.

HULL ROPEWORK CO., LIMITED (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Feb 2, to send their names and addresses, and the particulars of their debts or claims, to Walter Fred Harris, Bank Chambers, Parliament st, Hull. Jackson & Co, Hull, solrs to liquidator.

JOHN F. HILL & CO., LIMITED.—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to James Ferguson, 72, Mosley st, Manchester. Chapman & Co, Manchester, solrs to liquidator.

MANCHESTER ELECTRICAL WORKS, LIMITED.—Creditors are required, on or before Feb 1, to send their names and addresses, and the particulars of their debts or claims, to James Fitzpatrick, 147, Leadenhall st, London. Budge row, solr to liquidator.

NEW GOLD COAST EXPLORATION CO., LIMITED (IN LIQUIDATION).—Creditors are required, on or before Feb 4, to send in their names and addresses, and the particulars of their debts or claims, to Ernest Edward Strong, 38, Nunhead lane, Peckham.

TRADEERS' MUTUAL EMPLOYEES' LIABILITY INSURANCE CO., LIMITED.—Creditors are required, on or before Feb 2, to send their names and addresses, and the particulars of their debts or claims, to Arthur Beaumont Schofield, Examiner bldgs, Strutt st, Manchester. Lynde & Branthwaite, Manchester, solrs to liquidator.

WENDLER BROS. LIMITED.—Creditors are required, on or before Jan 18, to send their names and addresses, and the particulars of their debts or claims, to Harry Lloyd Price, 79, Mosley st, Manchester. Jackson & Newton, Manchester, solrs to liquidator.

## FRIENDLY SOCIETY.

SUSPENDED FOR THREE MONTHS.

NORTH ELTHAM FRIENDLY SOCIETY, King's Head Inn, North Eltham, Norfolk. Dec 14

London Gazette.—TUESDAY, DEC. 25.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

CHEQUE BANK, LIMITED.—Petition for winding up, presented Dec 24, directed to be heard on or before Jan 16. Abrahams & Co, 5, Tokenhouse yard, solrs for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 15.

KEYWORTH CO., LIMITED (IN LIQUIDATION).—Creditors are required, on or before Jan 19, to send their names and addresses, and the particulars of their debts or claims, to Frank Mahin, 10, Union st, Plymouth. Watts & Co, Plymouth, solrs to liquidator.

GIFFY CUBING CO., LIMITED.—Creditors are required, on or before Feb 1, to send their names and addresses, and the particulars of their debts or claims, to Alfred Griffiths Widge, 4A, Booth st, Manchester.

HESBURN & CO., LIMITED.—Creditors are required, on or before Feb 16, to send their names and addresses, and the particulars of their debts or claims, to Thomas Ashley Crook, 14, Quatre Works, Harnsbottom.

LYVELAND CO., LIMITED (IN LIQUIDATION).—Creditors are required, on or before Feb 1, to send their names and addresses, and the particulars of their debts or claims, to William Smith, 5, Crown st, Old Broad st. Hicks & Co, 13, Old Jewry Chambers, solrs to liquidator.

JOHN STANNING & SON, LIMITED.—Creditors are required, on or before Feb 4, to send their names and addresses, and the particulars of their debts or claims, to William Kevan, 12, Acersfield, Bolton.

LONDON STEAM TUG CO., LIMITED (IN LIQUIDATION).—Creditors are required, on or before Jan 21, to send their names and addresses, with full particulars of their debts or claims, to James Livingston, 24, Gracechurch st. Lowrie & Co, Martin's ln, Cannon st, solrs to liquidator.

NEW LONDON DISCOUNT CO., LIMITED.—Petition for winding up, presented Dec 30, directed to be heard Jan 16. T. M. Richards, 2, Daines inn, Strand, solr for petner. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of Jan 15.

SIR CHRISTOPHER FURNESS WESTGARTH & CO., LIMITED (IN LIQUIDATION).—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to Geo Westgarth, Lower Commercial st, Middlesbrough. Jackson & Jackson, Middlesbrough, solrs to liquidator.

VENNERS COGNATE MACHINERY CO., LIMITED.—Petition for winding up, presented Dec 13, directed to be heard Jan 16. Fullilove & Co, 110, Cannon st, solrs for petner. Notice of appearing must reach the above named not later than six o'clock in the afternoon of Jan 15.

WHY PAY RENT?—A Mortgage Policy is offered by the SCOTTISH TEMPERANCE LIFE OFFICE over approved House Property, repayable by half yearly instalments, which may be less than the rent. A great feature is that in event of death, the house becomes entirely free for the family. Mortgage expenses borne by the Company. Full prospectuses, etc., at London Office, 96, Queen-street, Cheapside.—[ADVT.]



# CREDITORS' NOTICES. UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Dec. 21.

ATKINS, JOSEPH, Slough, Buller Jan 25 Lidstone v Atkins, Farwell, J Barrett, Slough  
GREEN, GEORGE, Lichfield, Butcher Jan 18 Armour & Co v Green, Farwell, J Barnes & Son, Lichfield  
LINDER, CATHERINE, Camberwell, Surrey Jan 19 Stokes v Leache, Cozens-Hardy, J Johnson, South sq, Gray's Inn

London Gazette.—TUESDAY, Dec. 25.

DAVIS, OSWALD WALTER, Birmingham, Wholesale Manufacturing Optician Feb 18 Davis v Davis, Kekewich, J Baker, Colmore row, Birmingham  
HASSARD, SIR JOHN, Palace chambers, Westminster Feb 19 Otley v Oliver, Farwell, J Thicknesse, Victoria st, Westminster  
MOODY, GEORGE, South Petherton, Somerset, Esq Feb 1 Lean v Mead, Byrne, J Poole, South Petherton  
MAUDELEY, JAMES, Tatham, Lancashire, Innkeeper Jan 19 Horsfall v Horsfall, District Registrar, Bradford Beldon & Ackroyd, Bradford  
SNELL, FREDERICK JOHN, 20 Durnow, Essex, Solicitor Feb 1 Adams v Snell, Cozens-Hardy, J Wade & Co, Durnow

## UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Dec. 11.

ANDERSON, LUCY ELLEN, Craven hill gdns, Hyde Park Jan 10 A F & R W Tivdrie, Lincoln's inn fields  
BECK, JAMES, Godmanchester, Huntingdon, Bicycle Maker Jan 21 Hunnybun & Sons, Huntingdon  
BENNETT, JOHN DAVIS, and MARY BENNETT, Mangotsfield, Glos Jan 1 Stevens, Bristol  
BETTS, THOMAS, Fritton, Norfolk, Farmer Jan 8 Wilson-Gilbert & Co, Norwich  
BOWFIELD, HENRY, Folkestone Jan 7 Wightwick & Gardner, Folkestone  
BOWEN, FREDERICK, Newport, Mon, Outfitter Jan 7 Llewellyn, Newport  
BROCKLEHARK, THOMAS, Tynm, New South Wales, Labourer Jan 10 St Barbe & Co, Delahay st, Westminster  
BUCKLEY, MATILDA, Rochdale Dec 29 Wiles & Thompson, Rochdale  
CAMPELL, JOHN, Manchester, Commission Agent Jan 10 Rhodes, Manchester  
CHORLEY, JAMES, High st, Battersea, Corn Merchant Jan 8 Starling & Wright, Gray's Inn sq  
COLLINS, HERBERT, Bromley, Kent, Linen Draper Feb 6 Petter & Co, King st, Cheapside  
COOPER, THOMAS, Sutton Coldfield, Warwick Jan 23 James & Co, Birmingham  
DAVIES, FREDERICK WILLIAM, York Jan 25 Cummins, Liverpool  
DAVSON, SARAH LOUISA, Rotherham, York Jan 12 Oxley & Coward, Rotherham  
EDY, ARTHUR, James st, Oxford st, Fishmonger Jan 15 Senior & Furbank, Richmond  
FITZGUGH, ARTHUR JAMES, Brighton Jan 30 Fitzgugh & Co, Brighton  
GATER, WILLIAM ADAM, Slough, Bucks, Florist Jan 8 Harrett, Slough  
GRIFFITH, WILLIAM, Madeley, Stafford Feb 12 T & E Slaney, Newcastle  
HARRIS, MARY ANN, Malvern Jan 10 Arnold & Co, Chichester  
HAY, JOHN ALEXANDER, Cheltenham Jan 10 Taylor, Gray's Inn sq  
LEWIS, ALFRED JOHN, Northampton, Tobaccoist Dec 31 Andrew & Co, Northampton  
MCALLAN, JOSEPH PETER, Great Castle st, Talor Feb 6 East, Basinghall st  
MARSH, JOHN, Hartwell, Kent, Farmer Jan 25 Hills, Margate  
MARTIN, MARY ANN, Budock, Cornwall Dec 15 Snow & Co, Great St Thomas Apostle  
MATTHEWS, EDWARD, Small Heath, nr Birmingham Jan 14 Ansell & Ashford, Birmingham  
MAW, COLTON, Nottingham Jan 11 Fraser, Nottingham  
MAW, MARY ANN, Nottingham Jan 11 Fraser, Nottingham  
MESSE, JOHN, Reading Jan 10 Brain & Brain, Reading  
NEIL, DUNCAN, -cton, Doctor Jan 22 Herbert, Cork st, Burlington gdns  
NEWBORN, WILLIAM, Rotherham, Surrey Jan 6 Robins & Co, Lincoln's inn fields  
POLITT, JOSEPH, Sowerby Bridge, York Jan 31 Bell, Sowerby Bridge  
PORTER, REBECCA, Durnow, Essex Jan 12 Nicholas, Chelmsford  
POWELL, JOB, Aston juxta Birmingham, Iron Founder Jan 10 Restall, Birmingham  
POWER, REV RICHARD ALVOUTH, Fairfield, nr Manchester Jan 1 Addleshaw & Co, Manchester  
POWELL, LAVINIA, Glossop Dale, Derby Feb 1 Lloyd & Davies, Manchester  
SANDERS, JOHN NICHOLAS, Cambridge, Bill Poster Jan 14 Ginn & Matthews, Cambridge  
SANDLAND, THOMAS STEPHEN, Birmingham, Commercial Traveller Jan 14 Lee & Co, Birmingham  
SHEARER, WILLIAM, Norwich, Bankers' Clerk Jan 12 Blyth, Norwich  
SIMPSON, HENRY, Birmingham, Fruiterer Jan 22 Clarke & Co, Birmingham  
SUMMERFIELD, SAMUEL, Tyldesley, Lancs, Farmer Dec 22 Dootson, Leigh  
TANDY, MARY HASLAM, King's Heath, Worcester Jan 22 Walford, Birmingham  
THOMAS, ELIZABETH, Bristol Dec 31 Benson & Co, Bristol  
TURNER, ROBERT, Long Ashton, Somerset, Bathhouse Keeper Jan 1 Wanebrough & Co, Bristol  
VALPY, REV JULIUS JOHN CULPHER, Elsing, Norfolk Jan 31 Cooper & Norgate, East Dereham  
WEIR, JOHN GREY, West Bridgford, Nottingham Jan 10 Spencer, Nottingham

London Gazette.—FRIDAY, Dec. 14.

ARMITAGE, JOHN, Shepley, nr Huddersfield Jan 15 Armitage & Co, Huddersfield  
ATHERTON, ELIZABETH, Ince, Lancs Dec 31 Atherton  
BARBER, WILLIAM, Stockport Jan 28 Johnson, Stockport  
BURDOCK, WILLIAM ARTHUR CECIL, Exmouth Dec 31 Ingle, Bath  
CHAMMAN, ELLEN, Weymouth st, Portland pl Jan 31 Kinsey & Co, Bloomsbury pl  
CLARK, THOMAS, Bradford, Beerhouse keeper Jan 19 Freeman, Bradford  
CROUCHER, ELIZA, Camden Town Feb 1 Watkins, Basinghall st  
FIELDING, ELIZABETH, Patricot, Eccles, Lancs, Tripe Dealer Jan 21 Bowden & Livsey, Manchester  
FRANCE, JOHN FREDERICK, Baywater Jan 31 Kinsey & Co, Bloomsbury pl  
FREE, MARGARET, Hampstead Jan 15 Finch & Turner, Cannon st  
GEORGE, CHARLES GASCONE MACLEA, Bradford, Grocer Jan 19 Freeman, Bradford  
GOOCH, JOHN VIKER, Blackwell, Berks Jan 31 Norris & Martin, Bishopsgate st Within  
HALE, HUMPHREY, Bristol, Wine Merchant Jan 1 Spofforth, Bristol  
HALL, HENRY, Kilsby, Stafford Jan 16 Bernard & Co, Stourbridge  
HARRIS, THOMAS JOSEPH, Leytonstone Jan 15 Lynch, Claremont rd, Forest Gate  
HAWKWOOD, JAMES EDWARD, Wandsworth, Solicitor Jan 16 Bennett & Chance, Coleman st  
HIGGINS, BETSY, Stamford, Lincoln Jan 19 Atter, Stamford  
HOLDEN, JOHN, Folkestone Jan 31 Atkinson & Stainer, Folkestone  
HOOPER, ELIZABETH, Ribury, Glos Jan 13 Heath & Ekersall, Cheltenham  
HUGHES, ISMAEL, Cradley, Worcester Jan 7 Perry & Travis, Stourbridge  
JACKSON, THOMAS LIDDELL, Bromley, Shipwright Jan 1 Smith & Hudson, Mincing in  
JOHNSTON, GEORGINA ELIZABETH, Brighton Jan 15 Upperton & Bacon, Brighton  
JONES, ANNE MARIA, Salford, Lancs Jan 8 Fairfax, Danbury  
JONES, ELEANOR, Llanidloes, Gwynedd, Mon Jan 15 Le Brasseur & Bowen, Pontypool  
LESLIE, MATTHEW, Tower of London, Yeoman Warder Jan 17 Watkin, Railway app, London Bridge  
LILLEY, JANE INMAN, Southsea Jan 12 Peacock & Goddard, South sq, Gray's Inn  
MATHERSON, FREDERICK COXHEAD, Hampstead Heath Jan 14 Freshfields, Old Jewry

MILLINGTON, JOHN FISHER, Brompton sq Feb 25 Phillips & Co, Sherborne in  
MOBLEY, HENRY, Derby, Dental Surgeon Feb 25 Hobson, Derby  
FRANCE, RICHARD, Tern, Stafford, Mailster Jan 15 Garridge, Market Drayton  
PORTER, REV JAMES, DD, Cambridge Jan 25 Francis & Co, Cambridge  
RANDALL, EDWARD, Dorking, Surrey Jan 1 Down & Co, Dorking  
READ THOMAS EDWARD, Manchester, Salt Merchant March 1 Lloyd & Davies, Manchester  
REDMAN, WILLIAM, Wolverhampton Jan 14 Thorne & Co, Wolverhampton  
REID, MARY, Rock Ferry, Chester Jan 16 Forshaw & Hawkins, Liverpool  
REID, WILLIAM, Rock Ferry, Chester, Tin Plate Agent Jan 16 Forshaw & Hawkins, Liverpool  
REID, WILLIAM, Rock Ferry, Chester Jan 16 Forshaw & Hawkins, Liverpool  
RICHES, MARY, Branchaw, Southampton Jan 15 Coxwell & Pope, Southampton  
ROBERTS, JOHN, Manchester Dec 31 Boyer & Co, Manchester  
SHACKLETON, WILLIAM, Leeds Jan 26 Nelson & Co, Leeds  
SHAW, JOHN, Bolton Jan 20 Dowling & Co, Bolton  
SMITH, DAVID, Netheravon Witle, Malster Dec 31 Dixon, Pewsey  
SMITH, FRANCES NEWMAN, Exeter Jan 31 J & S P Pope, Exeter  
SMITH, HENRY CHARLES, Curepine, Island of Mauritius Jan 31 Murray & Co, Birchin in  
STANTON, ROBERT JOHN, Yokohama, Japan Jan 15 Herbert, Cork st  
STAMP, FRODO PIO GIOVANNI BAPTISTA, Worthing Jan 10 Rutland, Chancery in  
THOMAS, FREDERICK WILLIAM, Winsford, Chester, Outfitter Jan 31 Cooke, Winsford  
WEIR, JOHN, Lower Walton, Chester, Farmer Jan 15 Davies & Co, Warrington  
WHITELY, CHARLES, Ramakill, Nottingham March 25 Mee & Co, Bedford  
WILLIAMS, THOMAS FRANCIS, Stoneycroft, Liverpool Jan 14 Oliver & Co, Liverpool  
WOODS JANE, Kirkham, Lancs Jan 16 Dickson, Kirkham  
WOOLF, MRS, High st, Borough, Talor Jan 1 Hicks & Co, King st, Covent gdn  
WRAT, JOHN HENRY, Wimbledon Jan 14 Huxsey & Ingsen, Stone bldg, Lincoln's inn  
WRIGHT, EDWARD, Coventry Jan 7 Minster, Coventry

London Gazette.—TUESDAY, Dec. 18.

ATTENBOROUGH, AMELIA, Fletching, Sussex Jan 17 Dawson, Uckfield  
BARNES, CATHERINE, Carlisle Dec 31 Mousley & Co, Carlisle  
BARNES, JOHN, Carlisle Dec 31 Mousley & Co, Carlisle  
BARNES, RICHARD, New Malden, Surrey Jan 31 Pilgrim & Phillips, Coleman st  
BOOKER, DANIEL, Nottingham, Commission Agent Feb 6 Watson & Co, Nottingham  
BOYLE, CECIL WILLIAM Lombard st Jan 15 Trower & Co, New sq, Lincoln's inn  
BRADSHAW, JAMES DIXON, St John's Wood, MA and MB March 25 Cunliffe & Davenport, Chancery in  
BROADWOOD, SUSAN MONTEATH, Bournemouth Jan 31 Wade & Lyall, Bishopsgate Within  
BROWN, ANNA C, New York, U.S.A. Jan 14 Russell & Co, Norfolk st, Strand  
BUZECOWAT, SARAH, Woolston, Southampton Jan 23 Paris & Co, Southampton  
CHURCH, ARTHUR SHEPHERD, Addlestone, Surrey Jan 15 Corbould-Bills, Clement's in  
COLEMAN, JAMES, Willersden Jan 30 Darley & Cumberland, John st, Bedford row  
ELLISON, MARGARET, Liverpool April 30 Bremner & Co, Liverpool  
FERRE, WILLIAM EDWARD, Upper Brook st Jan 16 Fere & Co, Lincoln's inn fields  
GALE, ROBERT, and MARY ANN GALE, Freshwater, I of W Dec 30 Egwood, Lincoln's inn fields  
GALLOWAY, HUGH, Taiping Pirak, Federate Malay States Nov 21 Stew. rt, New st, Lincoln's inn  
GOLDIE, MISS HARRIET ANNE, St Leonards on Sea Dec 31 Phillips & Cheesman, Hastings  
GROORY, EMMA, Lavender Hill Jan 30 Metcalfe & Sharpe, Chancery in  
GRIER, CHARLOTTE BARRY, Cheltenham Jan 31 Billings, Cheltenham  
HARDING, MARTHA SARAH, Cheltenham Jan 31 Dighton, Cheltenham  
HARRIS, MRS MARY ANN, Hastings Jan 13 Phillips & Cheesman, Hastings  
HIGGINS, BETSY, Stamford, Lincoln Jan 19 Atter, Stamford  
LANE, JEMIMA, Walnut Tree walk, Lambeth Jan 25 Barnard, Westminster Bridge rd  
LAVIE, CAROLINE, EMILY GERTRUDE, Cheltenham Jan 31 Dighton, Cheltenham  
LOYD, ROBERT, Sheffield Jan 14 Neal, Sheffield  
MACDONELL, JOHN IGNATIUS, Whitehall ct, Westminster Jan 30 Witham & Co, Gray's Inn sq  
MOORHOUSE, JOHN, Rotherham, York, Cab Proprietor Jan 31 Oxley & Coward, Rotherham  
PARLEY, MARGARET, Brighton Jan 18 Prince, Clua House, Surrey st  
QUAILE, EDWARD, Clapham, Chester Jan 15 Clare & Higgins, Liverpool  
QUARRE, KATE, South st, nr Lancaster Jan 14 Swainson & Co, Lancaster  
REID, THOMAS, Croydon, Surrey Feb 14 Atkinson & Dresner, Finsbury sq  
RICHARDS, JOB, Acobs Green, Worcester Jan 14 Foster & Co, Birmingham  
ROBERTS, GEORGE HENRY, Wakefield Feb 1 Brown & Co, Wakefield  
ROBINSON, JOHN, Handsworth Jan 13 Thomas & Gues', Birmingham  
RUSSELL OF KILLOWEN, BAYON CHARLES, Cromwell houses, Kensington Feb 1 Russell & Co, Norfolk st, Strand  
SCOTT, GEORGE, Horse, Surrey, Farmer Jan 20 Head & Sons, East Grinstead  
SHAW, MARY, West Didsbury, nr Manchester Jan 20 Heath & Sons, Manchester  
SHEPHERD, CHARLOTTE, Moseley, Worcester Jan 13 Thomas & Gues', Birmingham  
SHEPHERD, JAMES LYMMINGTON, Hanle Jan 31 Moore & Co, Lymington  
SLATER, ALICE, Blackburn Jan 31 Haworth, Blackburn  
SMITH, EMILY JANE, Chigwell row, Essex Jan 12 Finner & Wylie, Eastcheap  
SMITH, WILLIAM, Chigwell row, Essex Jan 13 Finner & Wylie, Eastcheap  
SOWDEN, MARY, Hedden Bridge, York Jan 23 Sutcliffe, Hedden Bridge  
STEADMAN, HENRY JONATHAN, Chiffn, Bristol Jan 19 Miller & Son, Bristol  
RUTTON, SARAH ANN, Stratham Jan 15 Punfey & Son, Faversham town  
THEXTON, MARGARET, Wakefield Feb 1 Brown & Co, Wakefield  
VIENNA, MATILDA ANN, Poulton le Fylde, Lancs Jan 11 Plant & Co, Poulton le Fylde  
WHITEHOUSE, SARAH ANN, Aldridge, Stafford Jan 21 Evans, Walsall

London Gazette.—FRIDAY, Dec. 21.

BARLOW, HARRY, Wolverhampton Feb 4 Pinnest & Co, Birmingham  
BARRON, SIR HENRY PAGE-TURNER, CMG, Alexandra Hotel, Knightsbridge Feb 1 Gwyard & Co, Suffolk st  
BELL, JAMES, West Kirby, Provision Merchant Jan 20 Lowndes & Co, Liverpool  
BERNARD, SARAH, Bristol Feb 3 Ald & Co, Brahan st, Falgoutin  
BROOKS, CHARLES THEODORE, Edmonton, Essex Jan 31 Scott, New Broad st  
COLE, JOHN, Walsworth, Jan 16 Sewell & Co, Old Broad st  
COTTER, GEORGE HANNAH Cheltenham Jan 21 Evans, Llynarthan  
CUNTYHARE, SIR FRANCIS GEORGE THURLOW, Bath, South Kensington Feb 1 Gascoette & Co, Essex st, Strand  
ENGLAND, GEORGE, Freshthorpe, Norfolk Jan 15 Fosters & Co, Norwich  
EVAN, HANNAH, Seymour st, Euston rd Feb 25 Evans, Aberystwith  
FROHAW, NICHOLAS, East Dereham, Norfolk Jan 31 Cooper & Norgate, East Dereham  
FUDGE, CAROLINE EMMA, Bristol Feb 1 Spofforth, Bristol  
GARDNER, WILLIAM ALBERT, Bournemouth Feb 4 Pinnest & Co, Birmingham  
GARNETT, MARGARET, and ESTHER GARNETT, Tawsham, Cumberland Jan 4 Butts, Brighton in Furness  
GAY, WILLIAM, Seely Park, Worcester Jan 22 Pearson, Birmingham  
GIBSON, ISABELLA, St Heliers, Jersey Jan 31 Baker & Co, Cannon st  
GILL, JOHN BLACKET, Caterham, Surrey Jan 19 Drake & Co, Road in  
HALL, MARY ANN, Lindfield, Sussex Jan 15 Trevor & Co, Brighton  
HEMMATT, MRS. FANNY, Fontefract, York Feb 1 Moxon & Barker, Fontefract  
HILTON, THOMAS, Harwell, Oxford, Labourer Jan 31 Whitehorn, Danbury  
HOLTON, HENRY JOSEPH, Brackley, Northampton, Farmer Jan 31 Barnes & Thomas, Brackley  
HOWELL, CHARLOTTE, Minstead, Southampton Feb 1 Gillson, Lyndhurst  
HOWELL, JONATHAN, Llantwit Major, Glam Feb 1 Miles, Cowbridge  
JACKSON, ANNE, Stormont rd, Battersea Jan 8 Kingsford & Drake, Ashfield  
JONES, THEOPHILUS EDWARD, Manchester, Solicitor Feb 2 Britt & Co, Manchester

KING, THOMAS BARROW, Ashton upon Mersey Jan 31 Cooper & Sons, Manchester  
 KNIGHT, KATHERINE, Southampton Jan 20 Ansell & Co, Southampton  
 LINDOP, WILLIAM, Southport Jan 19 Hollinshead, Tunstall  
 LORD, NANCY, Accrington Jan 31 Bunting, Accrington  
 MACGILLIVRAY, CHARLES FALKNER, St James's sq Jan 21 Shubard & Co, Leadenhall st  
 MILLER, HORATIO WILLIAM, Old Malden, Surrey Jan 31 Miller & Co, Savile row  
 NAYLOR, ANN ELIZABETH, Chatham Jan 8 Wood & McLellan, Chatham  
 NAYLOR, WILLIAM, Chatham Jan 8 Wood & McLellan, Chatham  
 OLIVER, JULIA ELIZA, Southampton Jan 20 Ansell & Co, Southampton  
 PELLATT, ELIZABETH WILLIAMS, Worthing Jan 22 Simpson & Co, Moorgate at  
 PETROPOULOS, THEOTOKIOS PANDIA, Manchester Jan 31 Grundy & Co, Manchester  
 PINTO, HENRY, Clifton gds, Maida Vale Feb 12 Sugden & Harford, Ironmonger in  
 POSTLETHWAITE, JULIA, Milverton, Leamington Jan 31 Baker & Co, Cannon st  
 PRISSEY, CHARLES JOHN, Melbourne, Victoria Jan 24 St Barbe & Co, Delahay st,  
 Westminister  
 RAYNER, JOSEPH, Huddersfield March 5 Mills & Co, Huddersfield  
 RICHARDSON, JOHN GEORGE FREDERICK, Abbey rd, St John's Wood Feb 4 Pinsent &  
 Co, Birmingham  
 ROBINSON, GEORGE, Birmingham, Fire Iron Manufacturer Jan 31 Jeffery, Birmingham  
 ROWE, ELIZABETH, Croydon, Devon Jan 31 Shelly & Johns, Plymouth  
 SAVAJOE, 2 ROMAS, Coaly, Glos Jan 30 Francillon, Dursley  
 SOUBRIOT, THOMAS, Prescott, Lancs, Draper Feb 28 Stanton & Sons, Chorley  
 SPICKER, EMMA SARAH, Baywater Jan 30 Patey, Finsbury sq  
 SPOFFORTH, ANNE, Lichfield Feb 1 Spofforth, Bristol  
 STANILAND, WILLIAM, Breyton, nr Selby, York, Land Surveyor Feb 18 Parker &  
 Parker, Selby  
 STUBBS, SARAH ANN, Draycott in the Clay, Stafford Jan 21 Cowlishaw, Uttoxeter  
 WARD, JANE, Doncaster Jan 28 Dawson, Doncaster  
 WATSON, JOHN RIDLEY, Newcastle upon Tyne, Shipbroker Jan 30 Cooper & Goodger,  
 Newcastle upon Tyne  
 WIGLEY, THOMAS DAVEY, Birmingham Jan 1 Smith, Birmingham  
 WILSON, EDWARD, Newcastle upon Tyne Jan 30 Cooper & Goodger, Newcastle upon  
 Tyne  
 WITHER, MARIANNE BIGG, Winchester Jan 31 Wooldridge & Son, Winchester  
 London Gazette.—TUESDAY, Dec. 26.

AMBLER, JOSEPH, Keighley, York, Farmer Jan 30 Naylor, Keighley  
 ATYRE, MARGARET, York, Jan 31 Edgar, Harlepool  
 BARNACLOUGH, EMMA, Horton Bradford Jan 31 Clough & BarnacloUGH, Brighouse  
 BOOTH, ARTHUR, Buxton Jan 31 Smith, Manchester  
 BURGE, MARY ANN, St Paul's, Bristol Jan 31 Tuckey, Bristol  
 BUTTERWORTH, SARAH ANN STOTT, Rochdale Jan 23 Jackson & Co, Rochdale

## BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Dec. 21.

## RECEIVING ORDERS.

AHMED, M SIRAJUDDIN, Liddington pl, Oakley sq, Esquire  
 High Court Pet Nov 7 Ord Dec 18  
 AUSTIN, FROST & Co, Chesapeake, Valuers High Court  
 Pet Dec 6 Ord Dec 18  
 BROCKBANK, ROBERT, Hannakin, nr Hawkehead, Joiner  
 Kendal Pet Dec 19 Ord Dec 19  
 BRODIE, JAMES FITZGERALD, Seaford, Lancs Liverpool  
 Pet Nov 15 Ord Dec 19  
 BUTTERFIELD, GULIELMUS, Sudbury, Suffolk, Licensed  
 Victualler Colchester Pet Dec 17 Ord Dec 17  
 BYRON, HENRY JOHN, Osbornville, Lancs, Grocer Boston  
 Pet Dec 18 Ord Dec 18  
 COOK, CHARLES, Bermondsey, Boot Dealer High Court  
 Pet Nov 29 Ord Dec 18  
 COOPER, JONATHAN, Liverpool, Tailor Liverpool Pet Dec  
 17 Ord Dec 17  
 COURTNEY, WILLIAM HOVENDON, Smithfield, Importer of  
 Produce High Court Pet Dec 1 Ord Dec 17  
 CRAIG, WILLIAM, Darlington, Blacksmith Stockton on  
 Tees Pet Dec 18 Ord Dec 18  
 DAVIES, JAMES SWANSEA, Coal Merchant Swansea Pet  
 Dec 7 Ord Dec 18  
 DAVIES, SAMUEL, Landore, Swansea, Labourer Swansea  
 Pet Dec 17 Ord Dec 17  
 EDMONDSON, WILLIAM, Little Moor, nr Stockport, Grocer  
 Manchester Pet Dec 17 Ord Dec 17  
 EMERY, EDWARD, CROSSWELLERS, Storrington, Sussex,  
 Farmer Brighton Pet Dec 18 Ord Dec 18  
 FOSTER, WILLIAM ARTHUR, Olney, York, Watchmaker  
 Leeds Pet Dec 1 Ord Dec 18  
 GETTINGS, JOHN, Hulme, Manchester, Provision Dealer  
 Manchester Pet Dec 6 Ord Dec 19  
 GOODALL WILLIAM, and SAMUEL HALLIDAY, Batley, Yorks,  
 Cloth Finishers Dewsbury Pet Dec 17 Ord Dec 17  
 HARRISON, ARTHUR BRADFORD, Painter Bradford Pet Dec  
 15 Ord Dec 15  
 HARLAND, J H, Yiewsley, Builder Windsor Pet Dec 4  
 Ord Dec 15  
 LANE, GRACE, Cranbrook, Kent, Licensed Victualler  
 Hastings Pet Dec 18 Ord Dec 18  
 LAWTT, GEORGE MATTHEW, Runnaby, Yorks, Lime-  
 burner Scarborough Pet Dec 19 Ord Dec 19  
 LETT, RICHARD ALFRED, Wakefield, Physician Wakefield  
 Pet Dec 17 Ord Dec 17  
 MACKAY, HENRY, Sheffield Sheffield Pet Dec 19 Ord  
 Dec 19  
 MCCULLOCH, THOMAS FLOYD, Beeston, Notts, Builder  
 Nottingham Pet Nov 28 Ord Dec 18  
 MELLOR GEORGE, Leamington, Hotel Proprietor Warwick  
 Pet Dec 10 Ord Dec 18  
 MILLER, MATTHEW RICHARD, Southsea Portsmouth Pet  
 Nov 17 Ord Dec 18  
 MORRIS, JAMES FREDERICK WALTER, Lancaster st,  
 Borough, Brass Founder High Court Pet Nov 18  
 Ord Dec 19  
 OWENS, JAMES, Forest Gate, Essex, Butcher's Salesman  
 High Court Pet Dec 18 Ord Dec 19  
 PICKFORD THOMAS, New Mills, Derby, Farmer Stockport  
 Pet Dec 18 Ord Dec 18  
 POTTENGER, HARRY THOMAS, Croydon, Grocer Croydon  
 Pet Nov 21 Ord Dec 18  
 QUARREY, JOHN ALFRED, Wigan, Accountant Wigan  
 Pet Dec 17 Ord Dec 17  
 RAPEL, ALFRED, Bradford, Draper Bradford Pet Dec 19  
 Ord Dec 19  
 RICHARDS, JOSEPH, BRIDGE, CROFTWELL, Shoemaker Truro  
 Pet Dec 19 Ord Dec 19  
 RIGHT, JOHN, Leeds, Fish Dealer Leeds Pet Dec 18 Ord  
 Dec 18

ROBINSON, GEORGE FREDERICK, and HARRY ROBINSON,  
 Kidderminster, Journeymen Plumbers Kidderminster  
 Pet Dec 15 Ord Dec 15  
 SPRAGUE, LEWIS JOSIAH and JAMES ELLIOTT SAUNDERS,  
 Upper st, Lillington, Hosiery High Court Pet Dec 19  
 Ord Dec 19  
 HENRY LEO, Liverpool, Cigar Importer Liverpool  
 Pet Nov 26 Ord Dec 18  
 TIDY, SAMUEL DOWLING, Solly Isles, Cornwall, Master  
 Mariner Truro Pet Dec 1 Ord Dec 17  
 VERRENDER, WALTER JOSEPH, Stratford, Lancs Manchester  
 Pet Dec 17 Ord Dec 17  
 VICKERS, JAMES, Doncaster, Carriage Builder Sheffield  
 Pet Dec 19 Ord Dec 19  
 WILLIAMS, KENNETH, Heston Norris, Lancs, Greengrocer  
 Stockport Pet Dec 18 Ord Dec 18

Amended notice substituted for that published in  
 the London Gazette of Dec 18:  
 WEBBER, JOSEPH SIMON, Higher Broughton, Salford, Cap  
 Manufacturer Manchester Pet Nov 23 Ord Dec 14

## FIRST MEETINGS.

ABBOTT, FRED, Newcastle under Lyme Plumber Dec 31 at  
 11.30 Off Rec, Newcastle under Lyme  
 ANDREW ELDER, DICK & Co, Leadenhall st, Marine In-  
 surance Agents Jan 1 at 11 Bankruptcy bldg, Carey st  
 ANTHONY, MAURICE DYER, 28 Austell, Cornwall, Ironmonger  
 Jan 7 at 12.30 Off Rec, Boscawen st, Truro  
 BOWEN, THOMAS HENRY, South Tottenham, Coal Dealer  
 Dec 31 at 12 Off Rec, 95 Temple chambers, Temple av  
 BUSHELL, JAMES HOMER, Dover, Brickmaker Dec 29 at 11  
 Off Rec, 95, Castle st, Canterbury  
 CHADWICK, FANNY, Leeds, Dressmaker Dec 31 at 12 Off  
 Rec, 24, Park row, Leeds  
 CLARKE, FRANK FERGIVAL, Leeds Jan 1 at 11 Off Rec,  
 24, Park row, Leeds  
 COOK, JOHN, Charlton, Hants Baker Dec 31 at 12.30 Off  
 Rec, Endless st, Salisbury  
 COURTNEY, WILLIAM HOVENDON, St John st, Smithfield,  
 Importer Jan 3 at 11 Bankruptcy bldg, Carey st  
 COWHAN, SARAH, Whitehaven, Cumberland Beerhouse  
 Keeper Jan 4 at 11.15 County Court house, White-  
 haven  
 COX, JOSEPH, Emdon, Essex, China Dealer Dec 29 at  
 12.30 Off Rec, 5, Petty Cury, Cambridge  
 DEVEREUX, ARTHUR SYDNEY, High Wycombe, Builder  
 Dec 29 at 12.30 Off Rec, 1, St Aldate's, Oxford  
 EDMONDSON, WILLIAM, Little Moor, nr Stockport, Grocer  
 Jan 4 at 2.30 Off Rec, Byrom st, Manchester  
 FIELDING, JAMES WOODHEAD, Leeds, Tailor Dec 31 at 3  
 Off Rec, 24, Park row, Leeds  
 FOYAROUS, ALFRED, Hulme, Manchester, Provision Dealer  
 Jan 4 at 2.45 Off Rec, Byrom st, Manchester  
 FRANKLIN, WILLIAM VRASEY, Finsbury sq, Wine Merchant  
 Jan 3 at 12 Bankruptcy bldg, Carey st  
 FROST, JOHN ENDICOTT, Devonport, Journeyman Butcher  
 Jan 1 at 11 6, Athensway, Plymouth  
 GIBBINS, FREDERICK CHARLES, Leicester, Hairdresser Jan  
 1 at 12.30 Off Rec, 1, Berridge st, Leicester  
 GROVES, TOM, Leeds Dec 31 at 11.30 Off Rec, 24, Park  
 row, Leeds  
 HARRISON, ARTHUR, Bradford, Painter Jan 7 at 11 Off  
 Rec, 31, Manor row, Bradford  
 HARDY, JOHN, Boston, Lincoln Jan 1 at 3 95, Temple  
 chambers, Temple av  
 HART, RICHARD, Preston, Bricksetter Jan 11 at 2.30 Off  
 Rec, 14, Chapel st, Preston  
 HARTLEY, JOHN WILLIAM, Southey, Norfolk, Potato  
 Merchant Jan 10 at 10.30 Court house, King's Lynn  
 HICK, WALTER JOHN, and ROBERT SWIFT, Leeds, Joiners  
 Dec 31 at 11 Off Rec, 24, Park row, Leeds

DENNETT, AUGUSTA, Lodswoth, Sussex Jan 21 Brydone & Pittfield, Petworth  
 DENNETT, MULLERS, Lodswoth, Sussex Jan 21 Brydone & Pittfield, Petworth  
 EWING, FRANCES, Eden Bridge, Kent Jan 31 Goddard, Old Sarjeant's inn  
 FOWLER, REV JOHN NOTTINGHAM, Kingston upon Hull Jan 15 Ullthorpe & Co, Gt  
 Driffield  
 FRASER, COL ALEXANDER HENRY, Chester Feb 1 Gibbons & Arkle, Liverpool  
 FURNELL, TRAYTON, Staplehurst, Kent Jan 31 Lewis & Holman, Lewes  
 GILLMAN, CHARLES, Devizes, Wilt, Printer Jan 31 Jackson & Jackson, Devizes  
 GRETTON, BENJAMIN, Small Heath, Birmingham Feb 14 Lee & Co, Birmingham  
 HEDGECOCK, SAMUEL JOHN, Long Ditton, Surrey, Clerk Jan 31 Guscotte & Co, Essex st,  
 Strand  
 HODGES, WILLIAM MANNERS, Bethnal Green, Dairyman Jan 23 Voss, Bethnal Green rd  
 JAMES, RACHEL, St Paul's, Bristol Jan 31 Tucker, Bristol  
 KERNAN, JOHN, Manchester Jan 24 Dixon & Linnell, Manchester  
 KING, MARTHA, Southampton Feb 9 Footner & Son, Romsey  
 LUGAN, MARTHA ANN, Skippool, Foulton le Fyde, Lancs Jan 30 Wallis, Bury  
 MARSHALL, SAMUEL, Attercliffe, Sheffield, Builder Jan 24 Rodgers & Co, Sheffield  
 MOULD, JOHN CLARKE, Newport, I of W, Solicitor Feb 20 Pitta, Newport  
 POTTER, MARY, Northenden, Chester Feb 3 Lord, Manchester  
 PRISTON, WILLIAM, Liverpool Jan 31 Field, Liverpool  
 RICHARDS, FREDERICK, St Leonards on Sea Jan 31 Goddard, Old Sarjeant's inn  
 RST, ELIZABETH, Kilburn, Lodging house Keeper Feb 1 Liggins, Baling  
 ROBERTS, THOMAS, Kennington Feb 1 Johnson & Master, Theobald's road  
 RUSSELL, EMMA LOUISE, Newmarket, Cambridge Feb 12 Sugden & Harford, Iron-  
 monger in  
 SHAW, FRANCIS MARY, Kingston Hill, Surrey Jan 28 Poole & Robinson, Union ct, Old  
 Broad st  
 TWEET, JOSEPH, Southborough Jan 31 Buss, Tunbridge Wells  
 VARDON, MARY ANN, Bechtelham, Kent Jan 25 Miller & Co, Savile row  
 WATSON, JAMES, Fawcett, nr Bolton, Boot seller Jan 27 Monks & Co, Bolton  
 WIDGER, FRANCES MARY, Portladies, Sussex Jan 31 Nye & Treacher, Brighton

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before pur-  
 chasing or renting a house have the Sanitary Arrangements thoroughly  
 examined, Tested, and Reported upon by an Expert from The Sanitary  
 Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, West-  
 minster. Fee quoted on receipt of full particulars. Established 25  
 years. Telegrams, "Sanitation," London.—[AWT.]

KNOTT, MATTHEW, Farndon, nr Newark, Schoolmaster Dec  
 28 at 12 Off Rec, Castle pl, Park st, Nottingham  
 LEGGITT, WILLIAM, North Wootton, Norfolk, Carpenter  
 Jan 10 at 10.15 Court house, King's Lynn  
 LETT, RICHARD ALFRED, Wakefield, Physician Dec 28 at  
 2.30 Off Rec, 2, Bond ter, Wakefield  
 LEWIS, DAVID, Kidderminster, Licensed Victualler Dec  
 2 at 3 Tunsfield, 12, Oxford st, Kidderminster  
 MADDIN, JAMES GASTON, Balham, Merchant Dec 29 at  
 11.30 24, Railway app, London Bridge  
 MELLOR, GEORGE, Leamington, Hotel Proprietor Jan 2 at  
 3.30 The Crown Hotel, Leamington  
 MILLS, MATTHEW RICHARD, Southsea, Hants Dec 28 at 3  
 Off Rec, Cambridge junc, High st, Portsmouth  
 MITCHELL, EMILY, Todber, Dorset Dec 31 at 1 Off Rec,  
 Endless st, Salisbury  
 MOLYNEUX, JOSEPH, Ashton under Lyne, Builder Jan 2 at  
 3 Off Rec, Byrom st, Manchester  
 MUSTART, JAMES ILLFORD, Essex, Commercial Traveller Jan  
 1 at 12 95, Temple chambers, Temple avenue  
 NEWLIN, JAMES, Romford, Essex, Builder Jan 2 at 2  
 Shirehall, Chisleford  
 NEWMAN, HENRY FIELD, Shrewsbury, Salop, Licensed  
 Victualler Jan 3 at 11.30 Off Rec, 42, St John's hill,  
 Shrewsbury  
 NIVEN, JAMES, and THOMAS EDWARD PAINTON JONES,  
 Welshpool, Montgomery, Tailors Jan 4 at 2.30 Off  
 Rec, 42, St John's hill, Shrewsbury  
 PAGE, JOHN FRANCIS, Stourport, Painter Dec 28 at 2.45  
 Spencer Thurstfield, 12, Oxford st, Kidderminster  
 POTTER, ELIZABETH, Goleston, Norfolk Dec 29 at 2 Off  
 Rec, 2, King st, Norwich  
 RAPEL, ALFRED, Bradford, Draper Jan 7 at 12 Off Rec,  
 31, Manor row, Bradford  
 RICHARDS, JOHN H. ABERNATHY, Glam, Baker  
 ROBERTS, B. E. CATFORD, Kent, Builder Dec 31 at 11.30 24,  
 Railway app, London Bridge  
 ROLFE, GEORGE COWLEY, Stony Stratford, Bucks, Butcher  
 Dec 31 at 12.30 Off Rec, Bridge st, Northampton  
 SAVARY, EDWIN, St James's ct, Buckingham Gate, Restau-  
 rant Keeper Jan 3 at 11 Bankruptcy bldg, Carey st  
 SCOTT, ROBERT THOMAS, Cambridge, Naturalist Dec 29 at  
 11.30 Off Rec, 5, Petty Cury, Cambridge  
 SHAW, HENRY, Oldham, Merchant Tailor Jan 2 at 3 Off  
 Rec, Bank chambers, Queen st, Oldham  
 SKETCHLEY, SAMUEL, Nottingham, Horse Dealer Dec 28  
 at 11.30 Off Rec, 4, Castle pl, Park st, Nottingham  
 SMITH, STUART GEORGE, Leeds, Commission Agent Jan 1  
 at 12 Off Rec, 24, Park row, Leeds  
 STUBBS, ARTHUR JOHN, Leeds, Grocer Jan 1 at 11.30 Off  
 Rec, 24, Park row, Leeds  
 TAYLOR, SALVIN THOMAS, Worsbrough Dale, nr Barnsley,  
 Yorks, Coal Miner Jan 2 at 10.15 Off Rec, Regent st,  
 Barnsley  
 TIDY, SAMUEL DOWLING, Solly Isles, Cornwall, Master  
 Mariner Jan 2 at 14 Off Rec, Boscawen st, Truro  
 TOWSE, CHARLES, Leicester, Carpenter Jan 1 at 12 Off  
 Rec, 1, Berridge st, Leicester  
 VERRENDER, WALTER JOSEPH, Stratford, Lancs Jan 2 at  
 2.45 Off Rec, Byrom st, Manchester  
 WALDON, ROBERT, Fincham, Norfolk Carrier Jan 10 at  
 10.45 Court house, King's Lynn  
 WALTERS, EVAN, Tylorstown, Glams, Yeast Dealer Dec  
 28 at 12 135, High st, Marthyr Tyddi  
 WEBBER, JOSEPH SIMON, Chesham, Manchester, Cap  
 Manufacturer Jan 4 at 3 Off Rec, Byrom st, Man-  
 chester  
 WHITE, J W, East Sheen, Surrey, Builder Dec 28 at 12.30  
 23, Railway app, London Bridge

Amended notice substituted for that published in the  
 London Gazette of Nov 30:  
 OWEN, THOMAS GRAY, Llangefni, Anglesey, Marble Works  
 Manufacturer Dec 7 at 3 Crypt chambers, Navigators  
 row, Chester



Amended notice substituted for that published in the London Gazette of Nov. 30:

BIXTON, WILLIAM, Sowerby, Yorks, Builder Dec 21 at 12.30 Black Bull Hotel, Ripon

## ADJUDICATIONS.

BARNES, ARTHUR ALFRED, Reigate, Surrey, Butcher Croydon Pet Nov 22 Ord Dec 15  
BOYLE, WILLIAM ROBERT DOUGLAS CARRINGTON, Victoria High Court Pet March 99 Ord Dec 11  
BROCKBANK, ROBERT, Haznakin, Lancs, Joiner Kendal Pet Dec 19 Ord Dec 19  
BULKELEY, WARREN, Parkstone, Dorset Peole Pet Oct 27 Ord Dec 15  
BUTTERFIELD, GUILIELMUS, Sudbury, Suffolk, Licensed Victualler Colchester Pet Dec 17 Ord Dec 17  
BYRNE, FREDERICK JOSEPH, Cardiff, Merchant Cardiff Pet Dec 7 Ord Dec 17  
BYRON, HENRY JOHN, Osbourne, Lincs, Grocer Boston Pet Dec 18 Ord Dec 18  
COOK, FREDERICK HERBERT, Poole, Dorset, Wholesale confectioner Poole Ord Dec 18  
COOPER, JONATHAN, Liverpool, Tailor Liverpool Pet Dec 17 Ord Dec 17  
CRAIG, WILLIAM, Darlington, Blacksmith Stockton on Tees Pet Dec 18 Ord Dec 18  
DAVIES, SAMUEL, Landore, Swansea, Labourer Swansea Pet Dec 17 Ord Dec 17  
DIMMOCK, ALFRED, and HARRY DIMMOCK, Toddington, Bedford, Farmers Luton Pet Nov 20 Ord Dec 17  
EDMONDSON, WILLIAM, West Gorton, Manchester, Grocer Manchester Pet Dec 17 Ord Dec 17  
EMERY, EDWARD CROSSWELLER, Storrington, Sussex, Farmer Brighton Pet Dec 18 Ord Dec 18  
FOVARDUE, ALFRED, Hulme, Manchester, Provision Dealer Manchester Pet Nov 21 Ord Dec 19  
GOODALL, WILLIAM, and SAMUEL HALLIDAY, Batley, York, Cloth Finishers Dewsbury Pet Dec 19 Ord Dec 17  
HAWSON, ARTHUR, Bradford, Painter Bradford Pet Dec 15 Ord Dec 17  
HARLAND, J. H., Ylswaley, Builder Windsor Pet Dec 4 Ord Dec 15  
HARTLEY, JOHN WILLIAM, Southbury, Norfolk, Potato Merchant King's Lynn Pet Dec 3 Ord Dec 18  
HUMPHREY, FRANK, Eastbourne, Grocer Eastbourne Pet Nov 23 Ord Dec 18  
JAGLE, JOHN, Kensington St High Court Pet Sept 26 Ord Dec 14  
JAMESON, ELIZABETH, Tynemouth, Confectioner Newcastle on Tyne Pet Nov 10 Ord Dec 18  
JONES, PETER, Birmingham, Corn Factor Birmingham Pet Nov 27 Ord Dec 18  
LAWTTE, GEORGE MATTHEW, Hunsbury, Yorks, Linedraper Scarborough Pet Dec 19 Ord Dec 19  
MACKAY, HENRY, Rensfield, Sheffield Pet Dec 19 Ord Dec 19  
MADDIN, JAMES GASTON, Balham, Merchant Wandsworth Pet Oct 27 Ord Dec 17  
OWERS, JAMES, Forest Gate, Essex, Butcher's Salesman High Court Pet Dec 19 Ord Dec 19  
PEARSON, ARTHUR, Ladbroke, Farnham, Fruit Merchant High Court Pet Nov 23 Ord Dec 19  
PICKFORD, THOMAS, New Mills, Derby, Farmer Stockport Pet Dec 15 Ord Dec 18  
QUARNEY, JOHN ALFRED, Wigan, Accountant Wigan Pet Dec 17 Ord Dec 17  
RANKIN, JAMES, Well st High Court Pet Oct 16 Ord Dec 17  
RAPER, ALFRED, Bradford, Draper Bradford Pet Dec 19 Ord Dec 19  
RICHARDS, JOSEPH, Breage, Cornwall, Shoemaker Truro Pet Dec 19 Ord Dec 19  
ROBY, JOHN, Leeds, Fish Dealer Leeds Pet Dec 18 Ord Dec 18  
ROBERTSON, JAMES ALEXANDER, Highbury High Court Pet Nov 23 Ord Dec 19  
ROBERTSON, JOHN STUART, Arundel st, Strand, Commission Agent High Court Pet Oct 31 Ord Dec 19  
ROBINSON, GEORGE FREDERICK, and HARRY ROBINSON, Kidderminster, Journeymen Plumbers Kidderminster Pet Dec 15 Ord Dec 18  
STOCKLEY, THOMAS EDWARD, Gutter in, Cheapside, Manufacturers' agents High Court Pet Nov 17 Ord Dec 17  
TIDY, SAMUEL DOWNING, Scilly Isles, Cornwall, Master Mariner Truro Pet Dec 1 Ord Dec 17  
VAUGHAN, FREDERICK LEWIS, Knightsbridge High Court Pet March 8 Ord Dec 18  
VERRENDER, WALTER JOSEPH, Stretford, Lancs Manchester Pet Dec 17 Ord Dec 17  
VICKERS, JAMES, Doncaster, Carriage Builder Sheffield Pet Dec 19 Ord Dec 19  
WAGSTAFF, JAMES, Bermondsey, Butcher High Court Pet Nov 10 Ord Dec 17  
WALLIS, ARTHUR THOMAS, Fulham, Builder High Court Pet Nov 18 Ord Dec 17  
WEBBER, JOSEPH SIMON, Chesham, Manchester, Cap Manufacturer Manchester Pet Nov 29 Ord Dec 19  
WHITE, ALFRED GEORGE, Queen Victoria st, Civil Engineer High Court Pet Nov 6 Ord Dec 19

## ADJUDICATIONS ANNULLED.

CLARK BROTHERS, Meopham, Kent, Builders Rochester Adjud Oct 6, 1890 Annual Dec 5, 1900  
HUGILL, ALFRED GEORGE, Gillingham, Kent, Moulder Rochester Adjud May 16, 1896 Annual Dec 5, 1900

London Gazette.—TUESDAY, Dec. 26.

## RECEIVING ORDERS.

BROKER, FERDINAND THORP, Old Broad st, Company Promoter High Court Pet July 30 Ord Dec 30  
BRYAN, ALFRED, BAYTON in Furness, Joiner Barrow in Furness Pet Dec 21 Ord Dec 22  
BUSWELL, ALBERT, Leicester, Coal Dealer Leicester Pet Dec 21 Ord Dec 21  
CHATTFIELD, ELI, Hawkhurst, Kent, Watchmaker Hastings Pet Dec 21 Ord Dec 21

CLARK, ALBERT EDWARD, Reading, Grocer Reading Pet Dec 8 Ord Dec 21  
COWARD, CHARLES, Putney, Builder Wandsworth Pet Dec 3 Ord Dec 20  
CURRIE, ROBERT HOOD, Newcastle on Tyne, Carter Newcastle on Tyne Pet Dec 11 Ord Dec 21  
DOE, THOMAS HARRIS, and JOHN THORSE, Nottingham, Boot Manufacturers Nottingham Pet Dec 5 Ord Dec 21  
DRAGLEY, FRANCES ELIZABETH, Wigston, Leicester, Grocer Leicester Pet Dec 19 Ord Dec 19  
EVANS, JOHN, Pencader, Carmarthen, Butcher Carmarthen Pet Dec 22 Ord Dec 22  
GIFFORD, JOHN TOM, Clapton, Northampton, Cattle Dealer Northampton Pet Oct 19 Ord Dec 21  
GODDEN, SAMUEL JOHN, Great Chart, Kent, Grocer Canterbury Pet Dec 20 Ord Dec 20  
HALLITT, FRANK VICTOR HUGHES, West Kensington High Court Pet Nov 30 Ord Dec 31  
HAMILTON & Co., Brighton, Wine Merchants Brighton Pet Oct 2 Ord Dec 20  
HOBBS, WILLIAM, Warwick, Timman Warwick Pet Dec 22 Ord Dec 22  
HOWKINS, JOHN, Hinckley, Leicester Leicester Pet Dec 19 Ord Dec 19  
JONES, Mr, Ludgate hill High Court Pet Aug 7 Ord Dec 21  
LACEY, GEORGE ABRAHAM, Luton, Beds, Timber Dealer Luton Pet Dec 22 Ord Dec 22  
LEWIS, SITES, Birmingham, Draper Birmingham Pet Dec 4 Ord Dec 20  
LIGHT, GEORGE, and EDGAR ALAN MOTT, Fann st, Blouse Manufacturers High Court Pet Dec 20 Ord Dec 20  
LOYD, THOMAS SYMONDS, Penarth, Brewer's Traveler Cardiff Pet Dec 19 Ord Dec 19  
LONG, JAMES, Beckenham, Kent, Coachbuilder Croydon Pet Dec 21 Ord Dec 21  
MILWARD, JOSEPH, Collyhurst, Manchester, Brickmaker Manchester Pet Nov 27 Ord Dec 20  
MOORE, WILLIAM GERALD, Wimbledon Kingston, Surrey Pet Oct 31 Ord Dec 20  
MOORHOUSE, JAMES, Halifax, Builder Halifax Pet Dec 17 Ord Dec 20  
MORLEY, THOMAS, Halifax Halifax Pet Dec 18 Ord Dec 18  
NICHOLS, A., Harborne, Stafford, Grocer Birmingham Pet Dec 19 Ord Dec 20  
NORRIS, THOMAS H., Berkhamsted, Herts, Timber Merchant Aylesbury Pet Nov 30 Ord Dec 20  
REES, JOHN, Llanamlet, Glam, Collier Swansea Pet Dec 22 Ord Dec 22  
RICKETTS, WILLIAM, Rhayader, Radnor, Butcher Newtown Pet Dec 22 Ord Dec 22  
ROBERTS, SAMUEL ERNEST, Leicester, Builder Leicester Pet Dec 21 Ord Dec 21  
ROBY, JOSEPH, Latham, Lancs, Farmer Liverpool Pet Dec 20 Ord Dec 20  
ROUTH, WILLIAM, Temple House, Temple av High Court Pet Nov 30 Ord Dec 20  
STRATTON, ALFRED FRANK, Handsworth, General Dealer Birmingham Pet Dec 11 Ord Dec 21  
SUTCLIFFE, JOSEPH, Halifax, Journeyman Blindmaker Halifax Pet Dec 17 Ord Dec 17  
SUTCLIFFE, WILLIAM, Halifax, Cabinet Maker Halifax Pet Dec 18 Ord Dec 18  
TAYLOR, E. B., Upper Tooting, Undertaker Wandsworth Pet Dec 8 Ord Dec 8  
TERRY, WILLIAM HENRY, Ashford, Plumber Kingston, Surrey Pet Nov 23 Ord Dec 20  
WALDEN, ARTHUR CHARLES, Northampton Northampton Pet Dec 21 Ord Dec 21  
WEBB, SAMUEL, Kingston upon Hull, Professor of Music Kingston upon Hull Pet Dec 30 Ord Dec 20  
WEINBAUM, ISRAEL, Dalston High Court Pet Oct 11 Ord Dec 20  
WOOLFENDER, JAMES, Rochdale, Wholesale Grocer Rochdale Pet Dec 22 Ord Dec 22  
WILLIAM WOOLLAWS & Co. High st, Marylebone, Wall Paper Manufacturers High Court Pet Dec 18 Ord Dec 21

Amended notice substituted for that published in the London Gazette of Nov. 8:  
BELL, JOHN, Pinkney, Yorks, Farmer Scarborough Pet Oct 16 Ord Nov 2

## ORDER RESCINDING RECEIVING ORDER AND DISMISSING PETITION.

HAMILTON, H., Walmer, Kent High Court Pet Oct 30 Resc & Dismiss Dec 14

## FIRST MEETINGS.

ADAMS, WILLIAM LENS, Handsworth, Cycle Pedal Manufacturer Jan 8 at 11 174, Corporation st, Birmingham  
ANNEB, M. SIRAJUDDIN, Gray's inn Jan 7 at 11 Bankruptcy bldg, Carey st  
ALLER, GEORGE, Birmingham, Fruit Salesman Jan 3 at 12 17, Corporation st, Birmingham  
AUSTEN, FROST & Co., Cheapside, Valuers Jan 7 at 12 Bankruptcy bldg, Carey st  
BARR, ROBERT, Birmingham, Grocer Jan 8 at 11 174, Corporation st, Birmingham  
BUTTERFIELD, GUILIELMUS, Sudbury, Suffolk, Licensed Victualler Jan 3 at 12 Rose and Crown Hotel, Sudbury, Suffolk  
COOR, CHARLES, Bermondsey, Boot Dealer Jan 8 at 11 Bankruptcy bldg, Carey st  
CRAIG, WILLIAM, Darlington, Blacksmith Jan 9 at 3 Off Rec, 8, Albert rd, Middleborough  
GETTINGS, JOHN, Hulme, Manchester, Egg Dealer Jan 9 at 2.30 Off Rec, Byrom st, Manchester  
GODDEN, SAMUEL JOHN, Gt Chart, Kent, Grocer Jan 3 at 9 Off Rec, 65, Castle st, Canterbury  
GOODALL, WILLIAM, and SAMUEL HALLIDAY, Batley, York, Cloth Finishers Jan 3 at 3 Off Rec, Bank chambers, Batley  
HOWKINS, THOMAS, Aberystwith, Innkeeper Jan 3 at 11 Townhall, Aberystwith

JONES, WILLIAM, and ANDREW FLEMING BANCROFT, Birkenhead, Builders Jan 2 at 2 Off Rec, 35, Victoria st, Liverpool  
LAMB, JAMES ALBERT, Manchester, Joiner Jan 4 at 3.30 Off Rec, Byrom st, Manchester  
LIGHT, GEORGE, and EDGAR ALAN MOTT, Fann st, Blouse Manufacturers Jan 3 at 12 Bankruptcy bldg, Carey st  
MATTHEWS, DAVID, Fleur de la, Mon, Miner Jan 1 at 12 135, High st, Marbury Tydal  
MILWARD, JOSEPH, Manchester, Brickmaker Jan 9 at 3 Off Rec, Byrom st, Manchester  
MORRIS, JAMES FREDERICK WALTER, Llanamlet st, Borough, Brass Founder Jan 4 at 12 Bankruptcy bldg, Carey st  
OWERS, JAMES, Chars rd, Forest Gate, Butcher's Salesman Jan 4 at 11 Bankruptcy bldg, Carey st  
PALMER, WILLIAM, Barm Green, Worcester, Bricklayer Jan 3 at 11 174, Corporation st, Birmingham  
PARTIDON, WILLIAM, Birmingham, Builder Jan 2 at 12 174, Corporation st, Birmingham  
QUARNEY, JOHN ALFRED, Wigan, Accountant Jan 7 at 2.30 Court house, King st, Wigan  
REID, JAMES, Sydenham, Kent, Confectioner Jan 4 at 12.30 24, Railway app, London Bridge  
RICHARDS, JOSEPH, Ashton, Breage, Cornwall, Shoemaker Jan 7 at 12 Off Rec, Boscawen st, Truro  
SANDERS, HENRY JOHN, Ilford, Essex, Corn Merchant Jan 7 at 3.30 Winchester House, Old Broad st  
SAUNDERS, WILLIAM HENRY, Position, Gum Seacombe, Cheshire, Baker Jan 2 at 12.30 Off Rec, 35, Victoria st, Liverpool  
SCHOFIELD, THOMAS, Barnes, Commercial Traveller Jan 4 at 11.30 24, Railway app, London Bridge  
SIXEN, ELLEN, Wednesbury, Staffs, Brass Founder Jan 9 at 11 Off Rec, Walsall  
STREET, ELIZA, Redditch, Worcester, Grocer Jan 4 at 11 174, Corporation st, Birmingham  
WALTON, AMBROSE, Marple, Cheshire, Chemist Jan 3 at 10.45 Off Rec County chambers, Market pl, Stockport  
WILKINSON, EUGENE TOM, Caeprag, Clydach, Glam, Fitter Jan 4 at 12 Off Rec, 31, Alexandra rd, Swansea  
WHITHEAD, HENRY, Kingston upon Hull, Brick Manufacturer Jan 4 at 11.30 Off Rec, Trinity House in, Hull

Amended notice substituted for that published in the London Gazette of Dec 21:  
MELLOR, GEORGE, Leamington Hotel Proprietor Jan 4 at 3.30 Crown Hotel, Leamington

## ADJUDICATIONS.

AUSTEN-FROST, JOSEPH CHARLES, Cheapside, Valuer High Court Pet Dec 5 Ord Dec 22  
BEVANS, ALFRED, Barrow in Furness, Joiner Barrow in Furness Pet Dec 22 Ord Dec 22  
CHAMPION, WILLIAM WATLAND, Reading, Poultry Farmer High Court Pet Nov 29 Ord Dec 21  
CHATTFIELD, ELI, Hawkhurst, Kent, Watchmaker Hastings Pet Dec 21 Ord Dec 21  
CLARK, ALBERT EDWARD, Reading, Grocer Reading Pet Dec 6 Ord Dec 21  
COOK, CHARLES, Bermondsey, Boot Dealer High Court Pet Nov 29 Ord Dec 22  
DANIELL, JAMES WHITEMAN, Piccadilly High Court Pet Sept 27 Ord Dec 18  
DAVIES, JAMES, Swansea, Coal Merchant Swansea Pet Dec 7 Ord Dec 20  
EVANS, JOHN, Pencader, Carmarthen, Butcher Carmarthen Pet Dec 22 Ord Dec 22  
FEATHERSTONE, WILLIAM ARTHUR, Melton Mowbray, Grocer Leicester Pet Nov 18 Ord Dec 21  
GETTINGS, JOHN, Hulme, Manchester, Egg Dealer Manchester Pet Dec 6 Ord Dec 20  
GODDEN, SAMUEL JOHN, Great Chart, Kent, Grocer Canterbury Pet Dec 20 Ord Dec 20  
HART, FRANCIS, Strand High Court Pet Oct 15 Ord Dec 21  
HEATHFIELD, RICHARD, Abchurch in, Mining Engineer High Court Pet May 29 Ord Dec 21  
HISTED, HARRY, Ramsgate, Kent, Licensed Victualler Canterbury Pet Nov 30 Ord Dec 22  
HOBBS, WILLIAM, Warwick, Timman Warwick Pet Dec 21 Ord Dec 22  
HOLMES, CYRIL LEE, Copthall st, Stockbroker High Court Pet Nov 5 Ord Dec 21  
HOWKINS, JOHN, Hinckley, Leicester Leicester Pet Dec 19 Ord Dec 19  
LANE, GRACE, Cranbrook, Kent, Licensed Victualler Hastings Pet Dec 18 Ord Dec 20  
LEWIS, ALBERT EDWARD, Hove, Sussex, Builder Brighton Pet Nov 15 Ord Dec 20  
LOYD, THOMAS SYMONDS, Penarth, Glam, Brewer's Traveler Cardiff Pet Dec 19 Ord Dec 21  
MAKIN, W. sen, Mile End rd High Court Pet Oct 4 Ord Dec 19  
MELLOR, GEORGE, Leamington, Hotel Proprietor Warwick Pet Dec 10 Ord Dec 19  
MOORHOUSE, JAMES, Halifax, Builder Halifax Pet Dec 17 Ord Dec 20  
MORLEY, THOMAS, Halifax Halifax Pet Dec 18 Ord Dec 18  
NICHOLS, A., Harborne, Stafford, Grocer Birmingham Pet Dec 19 Ord Dec 20  
NORRIS, THOMAS H., Berkhamsted, Herts, Timber Merchant Aylesbury Pet Nov 30 Ord Dec 20  
PALMER, WILLIAM, Barm Green, Worcester, Bricklayer Birmingham Pet Dec 10 Ord Dec 21  
RAPER, HAROLD, Morecambe, Lancs Preston Pet Nov 15 Ord Dec 22  
REES, JOHN, Llanamlet, Glam, Collier Swansea Pet Dec 22 Ord Dec 22  
ROBERTS, SAMUEL ERNEST, Leicester, Builder Leicester Pet Dec 21 Ord Dec 21

ROBY, JOSHUA, Lathom, Lancs, Farmer Liverpool Pet Dec 20 Ord Dec 20  
 SCHOFIELD, THOMAS, Barnes, Commercial Traveller Wandsworth Pet Nov 21 Ord Dec 22  
 SKETCHLEY, SAMUEL, Nottingham, Horse Dealer Nottingham Pet Dec 1 Ord Dec 22  
 BUTCLIFFE, JOSEPH, Halifax, Journeyman Blindmaker Halifax Pet Dec 17 Ord Dec 17  
 BUTCLIFFE, WILLIAM, Halifax, Cabinet Maker Halifax Pet Dec 18 Ord Dec 19  
 WALDEN, ARTHUR CHARLES, Northampton Northampton Pet Dec 21 Ord Dec 21  
 WEAVER, JOHN, Pill, Somerset, Miller Bristol Pet Dec 14 Ord Dec 20  
 WEBB, SAMUEL, Kingston upon Hull Kingston upon Hull Pet Dec 20 Ord Dec 20  
 WEBSTER, GEORGE BRASLEY, Birmingham, Builder Birmingham Pet Oct 24 Ord Dec 21  
 WILLIAMS, ERNEST, Heaton Norris, Lancs, Greenroofer Stockport Pet Dec 18 Ord Dec 21  
 WOOLFENDER, JAMES, Rochdale, Wholesale Grocer Rochdale Pet Dec 22 Ord Dec 22

Amended notice substituted for that published in the London Gazette of Nov. 16:

BELL, JOHN, Pickering, Yorks, Farmer Scarborough Pet Oct 16 Ord Nov 13

#### ADJUDICATIONS ANNULLED AND RECEIVING ORDERS RESCINDED.

KENNERLEY, JUNA P, Westbourne grove, Builder High Court Rec Ord June 20 Adjud July 11 Resc & Annul Dec 19  
 MATTHEWSON, NEWMAN JOHN, Romford rd, Forest Gate High Court Rec Ord July 22 Adjud Aug 29 Resc & Annul Dec 21

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